



Regular Council Meeting Agenda

February 4, 2019, 6:00 pm

Essex Civic Centre

360 Fairview Avenue West

Essex, Ontario

Accessible formats or communication supports are available upon request. Please contact the Clerk's Office at clerks@essex.ca or 519-776-7336 extension 1100 or 1101.

Pages

1. **Call to Order**

2. **Closed Meeting Report**

3. **Declarations of Conflict of Interest**

4. **Adoption of Published Agenda**

4.1 **Regular Council Meeting Agenda for February 4, 2019.**

Moved by

Seconded by

That the published agenda for the February 4, 2019 Regular Council Meeting be adopted as presented / amended.

5. **Adoption of Minutes**

5.1 **Regular Council Meeting Minutes for January 14, 2019**

1

Moved by

Seconded by

That the minutes of the Regular Council Meeting held January 14, 2019 be adopted as circulated.

5.2 **Special Council Meeting Minutes for January 23, 2019**

11

RE: 2019 and 2020 Spay and Neuter Voucher Program

Moved by

Seconded by

That the minutes of the January 23, 2019 Special Council Meeting to consider the 2019 and 2020 Spay and Neuter Voucher Program, be adopted as circulated.

5.3 **Special Council Meeting Minutes for January 21, 2019**

13

RE: Overview of the Fire Services and Fire Service Delivery Model

Moved by

Seconded by

That the minutes of the January 21, 2019 Special Council Meeting to provide Council with an overview of Fire Services and Fire Service

delivery model, be adopted as circulated.

5.4	Special Council Meeting Minutes for January 14, 2019	15
	RE: Presentations by the Communication Department and the Economic and Development Office	

That the minutes of the Special Council Meeting held January 14, 2019 for the purpose of presentations from the Departments of Communication and Economic Development, be adopted as circulated.

5.5	Special Council Meeting Minutes for December 10, 2018	18
	RE: Striking Committee Appointments	

That the minutes of the Special Council Meeting held December 10, 2018 to consider the appointment of a Striking Committee, be adopted as circulated.

6. Public Presentations

6.1	Karen and Rick Balind	22
	RE: Independent Facilitation Matters	
	Moved by	
	Seconded by	

That the presentation by Karen and Rick Balind asking Council to consider sending a letter in support of the critical role that the "Ontario Independent Facilitation Matters" plays in the lives of adults with development disabilities, be (received/received and supported); and

If Council choses to support their request a letter be sent to the Ontario Government asking that they reconsider their decision to cut this program.

6.2	County Wide Active Transportation System (CWATS) - Tourism	23
	<ul style="list-style-type: none">Megan Balsillie, representing a group of business owners on or around County Road 50 Presentation to Council on the impact and importance of the cycling infrastructure on businesses from a tourism standpoint and to encourage further development of bike lanes on County Road 50, especially continuing eastward towards Arner TownlineLori Newton, Bike Windsor Essex Bike Windsor Essex's proposed partnering with the Town of Essex to deliver cycling education for residents of Essex as part of the CWATS Project Funding Requests 2019Correspondence from Tom and Sue Omstead - Share the Road - Essex County Letter of Support for the Town of Essex Planning Report 2019-04 RE: CWATS Project Funding Requests for 2019	
	Moved by	
	Seconded by	

That the presentation by Megan Balsillie, representing business owners on and around County Road 50, concerning the impact and importance

of cycling infrastructure on their business;

That the presentation by Lori Newton, representing Bike Windsor Essex, concerning a partnership with the Town of Essex to deliver cycling education for residents of Essex, as part of the CWATS Project Funding Requests 2019; and

That the email from Tom and Sue Omstead, Share the Road - Essex County, supporting the recommendations contained in Planning Report 2019-04, CWATS Project Funding Requests for 2019, be received.

6.2.1 Planning Report 2019-04

30

RE: CWATS Project Funding Requests 2019 Town of Essex

Moved by
Seconded by

That Planning Report 2019-04, entitled "CWATS Project Funding Requests 2019 Town of Essex", prepared by Jeff Watson, Policy Planner and submitted by Chris Nepszy, Deputy CAO/Director, Infrastructure and Development, dated February 4, 2019, be received;

That Council pre-approves the Town's 60 percent share of the \$1,446,000 in the amount of \$868,000 under the 2019 Capital Budget (to be funded over the 2019 and 2020 Capital Budget) for the extension of 1.5 meter wide paved shoulders on County Road 50 (CR50) from Evergreen Drive to County Road 23, in accordance with the County Wide Active Transportation (CWATS) Plan; and

That Council pre-approves, in accordance with the provisions of the Municipal Partnership Fund, funding in the amount of \$11,500 to permit the continuance and expansion of services and facilities complimentary to the CWATS Program with special regard to public education on bicycle use and the promotion of the Town's active transportation system, \$11,500 being the 50 percent municipal contribution of the total cost of the services to be implemented.

7. **Unfinished Business**

8. **Reports from Administration**

8.1 Fire and Rescue Services Report 2019-001

36

RE: Simplified Risk Assessment

Moved by
Seconded by

That Fire and Rescue Services Report 2019-001, entitled "Simplified Risk Assessment", prepared by Rick Arnel, Fire Chief and submitted by Doug Sweet, Director of Community Services, dated February 4, 2019, providing Council with an update regarding the 2019 Simplified Risk Assessment for the Town of Essex, be received.

8.2 Community Services Report 2019-003

68

RE: Prime Consultant Services for New Fire Station 2

Moved by
Seconded by

That Community Services Report 2019-003, entitled "Prime Consultant Services for New Fire Station 2", prepared by Jackson Tang, Assistant Manager, Business Services, submitted by Doug Sweet, Director of Community Services, dated February 4, 2019, be received; and

That Council approves the "Request for Proposal Prime Consultant Services for New Fire Station 2" to be awarded to Architecttura Inc. Architects in the amount of \$105,830.40 including applicable taxes.

8.3 CAO Report 2019-03 **71**

RE: Amendments to Procedural By-Law for Delegations

- By-Law 1784
Being a by-law to amend By-Law 1681 setting out Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards

Moved by
Seconded by

That CAO Report 2019-03, entitled "Amendments to Procedural By-Law for Delegations", prepared and submitted by Donna Hunter, Chief Administrative Officer, dated January 21, 2019, be received; and

That By-Law 1784 being a by-law to Amend By-Law 1681 setting out Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards, be read a first, a second and a third time and finally passed on February 4, 2019.

8.4 Corporate Services Report 2019-01 **76**

RE: Tax Adjustments - Section 357 (1) and Section 358 of the Municipal Act, 2001

Moved by
Seconded by

That Corporate Services Report 2019-01, entitled "Tax Adjustments - Section 357 (1) and Section 358", prepared and submitted by Jeffrey Morrison, Director, Corporate Services, dated February 4, 2019, be received.

8.5 Communications Report 2019-01 **82**

RE: 2018 Communications Summary

Moved by
Seconded by

That Communications Report 2019-01, entitled "2018 Communications Summary", prepared by Alex Denonville, Manager, Communications and submitted by Donna Hunter, Chief Administrative Officer, dated February 4, 2019 providing Council with update on communication activities in 2018, be received.

9. Reports from Youth Members

10. County Council Update

11. Correspondence

11.1 Correspondence to be received

That correspondence listed in Agenda Item 11.1 be received and, where indicated, to further share such information with the community using suitable methods of communication.

11.1.1	Municipal Property Assessment Corporation	89
	RE: 2018 Year End Assessment Report	
11.1.2	Union Water Supply System	102
	RE: Joint Board of Management Meeting November 21, 2018 Meeting Minutes	
11.1.3	Alcohol and Gaming Commission of Ontario (AGCO)	108
	RE: Cannabis Retail Stores - Town of Essex OPT IN Email confirming that the Registrar received Council's decision that supports having cannabis retail stores.	
11.1.4	Union Gas	110
	RE: Amalgamation of Union Gas Limited and Enbridge Gas Distribution Inc. and Name Change to Enbridge Gas Inc. effective Jan. 1, 2019.	
11.1.5	Ontario Good Roads Association Connect	111
	RE: Joint and Several Liability Reform Email providing an update that Premier Doug Ford announced that the Government of Ontario intends to consult on joint and several liability and will look at evidence and develop solutions that make sense.	

11.2 Correspondence to be considered for receipt and support

11.2.1	Co-An Park Recreation Committee	113
	RE: Offers to sit as members of the Co-An Park Recreation Committee:	
	<ul style="list-style-type: none">Chris McAgyJonathon Little	
	Moved by	
	Seconded by	
	That the email from Chris McAgy, dated January 8, 2019 and the email from Jonathon Little, dated January 9, 2019, both offering to sit on the Co-An Park Recreation Committee, be received and supported; and	
	That Chris McAgy and Jonathon Little be appointed to the Co- An Park Recreation Committee to November 14, 2022 and that By-Law 1777 be updated.	

RE: Council Resolution - Declaration of Office

Moved by

Seconded by

That correspondence from the Township of Mattice-Val Cote to the Ministry of Municipal Affairs and Housing asking that the wording of paragraph four of the Declaration of Office be modified to be more inclusive and representative of the times, be (received/received and supported); and

If Council choses to support the Township of Mattice-Val Cote's resolution, letters of support be sent to the Ministry of Municipal Affairs and Housing, the Premier of Ontario, and the Township of Mattice-Val Cote.

RE: Request to support SWIFT's position

- Email received by Robert Maisonville from SWIFT regarding suggested verbiage for CRTC submissions
- County of Essex letter to CRTC
- County of Essex letter to Federal government
- County Map

Moved by

Seconded by

That correspondence from the County of Essex, dated January 29, 2019 asking that Essex Council consider supporting SWIFT's appeal of recent changes to the Broadband funding model, be (received/received and supported); and

If Council choses to support the County's request, letters supporting SWIFT's appeal be sent to the Canadian Radio-television and Telecommunications Commission (CRTC) and to the Federal government.

12. Committee Meeting Minutes

Moved by

Seconded by

That the minutes list in Agenda Item 12. together with the recommendations noted therein be received, approved and adopted as circulated.

12.1	Essex Police Services Board - January 15, 2019	127
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12.2	Personnel Committee - January 24, 2019	131
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12.3	Finance Committee - January 21, 2019	134
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12.4	2018-2022 Striking Committee - January 21, 2019	143
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(SC 19-01-002) **Recommendation to Council** that Tracey Bailey and Lydia Miljan be the Town of Lakeshore/Town of Kingsville appointee(s) to the E.L.K. Energy Board.

13.	Financial	
14.	New Business	
15.	Notices of Motion	
15.1	The following Notice of Motion was presented at the January 14, 2019 Regular Council Meeting and is being brought forward for consideration this evening:	145
	Moved by Mayor Snively Seconded by	
	That Administration provide periodic verbal and/or written reports providing updates to Council on the status of various ongoing development matters or projects in the Town of Essex.	
16.	Reports and Announcements from Council Members	
17.	By-Laws	
17.1	By-Laws that require a third and final reading	
17.1.1	By-Law 1774	146
	Being a by-law to confirm the proceedings of the January 14, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex	
	Moved by Seconded by	
	That By-Law 1774 being a by-law to confirm the proceedings of the January 14, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time, and finally passed on February 4, 2019.	
17.2	By-Laws that require a first, second, third and final reading	
17.2.1	By-Law 1779	148
	Being a by-law to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O. 1990, c.P. 15	
	Moved by Seconded by	
	That By-Law 1779, being a by-law to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O. 1990, c.P. 15, be read a first, a second and a third time, and finally passed on February 4, 2019.	
17.2.2	By-Law 1782	170

Being a by-law to authorize an agreement between: Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Province") and The Corporation of the Town of Essex (the "Recipient") (National Disaster Mitigation Program)

Moved by
Seconded by

That By-Law 1782 being a by-law to authorize an agreement between: Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the "Province") and The Corporation of the Town of Essex (the "Recipient"), be read a first, a second and a third time, and finally passed on February 4, 2019.

17.2.3 By-Law 1783 206

Being a by-law to authorize the execution of an Agreement for an Integrity Commissioner between The Corporation of the Town of Essex and Robert J. Swayze Barrister & Solicitor

Moved by
Seconded by

That By-Law 1783 being a by-law to authorize the execution of an Agreement for an Integrity Commissioner between The Corporation of the Town of Essex and Robert J. Swayze Barrister & Solicitor, be read a first, a second and a third time and finally passed on February 4, 2019.

17.3 **By-Laws that require a first and second reading**

17.3.1 By-Law 1785 213

Being a by-law to confirm the proceedings of the February 4, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved by
Seconded by

That By-Law 1785, being a by-law to confirm the proceedings of the February 4, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first and a second time, and provisionally adopted on February 4, 2019.

18. **Adjournment**

Moved by
Seconded by

That the meeting be adjourned at [TIME].

19. **Future Meetings**

19.1 **Monday, February 11, 2019 - 5:30 - 8:30 PM - Special Council Meeting**

2019 Budget Deliberations

Location: Town of Essex Municipal Building, 33 Talbot Street South,
Essex, ON, Large Meeting Room

19.2 Tuesday, February 19, 2019 - 4:00 - 4:30 PM - Closed Council Meeting

Location: County of Essex Civic Centre, 360 Fairview Ave. West,
Essex, ON, Committee Room C

19.3 Tuesday, February 19, 2019 - 4:30 - 6:00 PM - Special Council Meeting

Training of Municipal Drainage Processes

Location: County of Essex Civic Centre, 360 Fairview Avenue West,
Essex, ON, Committee Room C

19.4 Tuesday, February 19, 2019 - 6:00 - 9:00 PM - Regular Council Meeting

Location: County of Essex Council Chambers, 360 Fairview Avenue
West, Essex, ON

The Corporation of the Town of Essex
Regular Council Meeting Minutes

January 14, 2019, 6:00 pm
Essex Civic Centre
360 Fairview Avenue West
Essex, Ontario

Present: Mayor Snively
Councillor Garon
Councillor Verbeek
Councillor Bjorkman
Councillor Bondy
Councillor Vander Doelen
Councillor Bowman
Regrets: Deputy Mayor Meloche

Also Present: Donna Hunter, Chief Administrative Officer
Chris Nepszy, Deputy CAO, Director, Infrastructure Services
Jeffery Morrison, Director, Finance & Business Services, Treasurer
Doug Sweet, Director of Community Services
Jeff Watson, Policy Planner
Rita Jabbour, Planner
Nelson Silveira, Economic Development Officer
Alex Denonville, Manager, Communications
Robert Auger, Town Solicitor/Clerk, Legal and Legislative Services
Shelley Brown, Deputy Clerk
Lynn Moroz, Administrative Assistant

1. **Call to Order**
2. **Closed Meeting Report**
3. **Declarations of Conflict of Interest**

There were no declarations of conflict of interest.

4. **Adoption of Published Agenda**

4.1 Regular Council Meeting Agenda for January 14, 2019

Moved by Councillor Verbeek
Seconded by Councillor Morley

(R19-01-001) That the published agenda for the January 14, 2019 Regular Council Meeting be adopted as amended with a correction to By-law 1777 to list Councillor Vander Doelen as the appointee to the Union Water Supply System Board.

Carried

5. Adoption of Minutes

5.1 Regular Council Meeting Minutes for December 17, 2018

Moved by Councillor Bondy

Seconded by Councillor Bjorkman

(R19-01-002) That the minutes of the Regular Council Meeting held December 17, 2018, be adopted as circulated.

Carried

6. Public Presentations

7. Unfinished Business

8. Reports from Administration

8.1 CAO Report 2019-01

RE: Contract for Policing Services - Ontario Provincial Police

- Agreement for the Provision of Police Services

Moved by Councillor Bjorkman

Seconded by Councillor Bowman

(R19-01-003) That Essex County O.P.P. West Operations; Inspector Glenn Miller and Staff Sargeant Kelly Labonte be permitted to address Council.

Carried

Council questioned Inspector Miller and Staff Sargeant Labonte on various issues in respect to policing.

Moved by Councillor Bjorkman

Seconded by Councillor Morley

(R19-01-004) That the Chief Administrative Officer's Report 2019-01, entitled "Contract for Policing Services - Ontario Provincial Police", prepared and submitted by Donna Hunter, CAO, dated January 4, 2019, be received; and

That the term of the Agreement for Policing Services for purposes of bringing forward a by-law to enter into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services be three years.

Carried

8.2 Recreational Cannabis Retail Stores

Planning Report 2019-01

RE: Cannabis Retail Stores Survey Results

From the December 17, 2018 Regular Council Meeting:

"Moved by Councillor Bondy

Seconded by Councillor Bjorkman

(R18-12-529) That Council's decision to respond to the province to either "Opt In or Opt Out" of hosting cannabis retailers within their boundaries, be postponed to the next Regular Council Meeting on January 14, 2019; and

That the results from the Town's Cannabis Retail Store Survey be provided to Council at that time. Carried"

Moved by Councillor Garon

Seconded by Councillor Vander Doelen

(R19-01-005) That Planning Report 2019-01, entitled "Cannabis Retail Stores Survey Results", be received; and

That Council adopt the proposed Communications Plan for Public Consultation, identified under Appendix "D" of this report to facilitate the development of a Municipal Cannabis Retail Policy Statement; and

That the Clerk be directed to provide the Alcohol and Gaming Commission of Ontario (AGCO) Registrar with written emailed notification of Council's decision to "Opt In" with respect to cannabis retail stores within the Town of Essex no later than three (3) business days following the passing of this resolution and in accordance with the manner prescribed under section 22 of Ontario Regulation 468/18.

Carried

8.3 CAO Report 2019-002

RE: Results of Request for Proposal - Integrity Commissioner Services

Moved by Councillor Bondy

Seconded by Councillor Bjorkman

(R19-01-006) That CAO Report 2019-002, entitled "Results of Request for Proposal - Integrity Commissioner Services", prepared by Jackson Tang, Assistant Manager, Business Services and submitted by Robert Auger, Town Solicitor/Clerk, Legal and Legislative Services, dated January 14, 2019, be received; and

That Council award the Request for Proposal for Integrity Commissioner Services to Robert J. Swayze Barrister & Solicitor, for a term to commence January 1, 2019 and continuing to December 31, 2020 (subject to an option to renew for a further term of 2 years at the Town's discretion and otherwise subject to the terms and conditions of a final Purchase Order or Agreement to be executed).

Carried

8.4 Clerk's Report 2019-001

RE: Agreement with Animal Control Officers

- By-Law 1773
Being a by-law to enter into an Agreement with Essex County K9 Services for the provision of Animal Control Services for the Town of Essex

Moved by Councillor Bjorkman
Seconded by Councillor Verbeek

(R19-01-007) That Clerk's Report 2019-001, entitled "Agreement with Animal Control Officers", prepared by Robert Auger, Town Solicitor/Clerk, Legal and Legislative Services and submitted by Donna Hunter, CAO, dated January 14, 2019, be received; and

That the Agreement with Essex County K9 Services for Animal Control Services be extended for a two-year term from January 1, 2019 to December 31, 2020 (with option to extend for up to two years), and that the annual retainer for the contract be based on the current retainer of \$27,000.00 per year (excluding Harmonized Sales Tax (HST)), plus adjustment for the change in the Total Consumer Price Index for Year 2 (and any extensions thereof) of the Agreement term; and

That By-Law 1773 being a by-law to enter into an Agreement with Essex County K9 Services for the provision of Animal Control Services for the Town of Essex, be read a first, a second and a third time and finally passed on January 14, 2019.

Carried

8.5 Verbal Report - Legal and Legislative Services

RE: Agreement Extension for Superintendent and Caretaker Services for certain Cemeteries in the Town of Essex

Pursuant to By-Law 1270, the Agreement was set to expire on December 21, 2018. By written correspondence, dated December 20, 2018 the Superintendent and Caretaker Agreement between The Corporation of the Town of Essex and Mike Bezaire to March 31, 2019, with all other terms and conditions remaining the same, to allow Administration a sufficient time to conduct a Request for Proposal for the provision for Superintendent and Caretaker Services past March 31, 2019.

Moved by Councillor Bowman
Seconded by Councillor Verbeek

(R19-01-008) That the verbal report by Robert Auger, Town Solicitor/Clerk, Legal and Legislative Services, seeking Council's support to authorize an extension to the Superintendent and Caretaker Agreement between The Corporation of the Town of Essex and Mike Bezaire, to March 31, 2019 with all other terms and conditions remaining the same, be received and approved.

Carried

8.6 December 2018 Building Report

Moved by Councillor Vander Doelen
Seconded by Councillor Garon

(R19-01-009) That Building Department Report 2018-12, entitled "December 2018 Building Report", dated December 21, 2018 providing Council with an update on building activity within the Town of Essex for the month of December, be received.

Carried

8.7 Drainage Report 2019-01

RE: Appointment of an engineer for repairs and improvements to the Phillip Ferris Drain (Atlas Tube Enclosure)

Moved by Councillor Bondy
Seconded by Councillor Bjorkman

(R19-01-010) That Drainage Report 2019-01, entitled "Appointment of an engineer for repairs and improvements to the Phillip Ferris Drain (Atlas Tube Enclosure)", prepared by Norm Nussio, Manager, Operations and Drainage and submitted by Chris Nepszy, Deputy CAO/Director Infrastructure Services, dated January 14, 2019, be received; and

That Council appoint Rood Engineering Inc. to reopen this project for repairs and improvements to the Phillip Ferris Drain.

Carried

8.8 Drainage Report 2019-02

RE: Appointment of an engineer to relocate the Phillip Ferris Drain for the Dalla Bona Estates Development

Moved by Councillor Verbeek
Seconded by Councillor Vander Doelen

(R19-01-011) That Drainage Report 2019-02, entitled "Appointment of an engineer to relocate the Phillip Ferris Drain for the Dalla Bona Estates Development", prepared by Norm Nussio, Manager, Operations and Drainage and submitted by Chris Nepszy, Deputy CAO/Director Infrastructure Services, dated January 14, 2019, be received; and

That Council appoint N.J. Peralta Engineering Inc. to develop the Phillip Ferris Drain relocation report for the Dalla Bona Estates Development.

Carried

8.9 Planning Report 2019-02

RE: Essex Town Centre Part Lot Control Exemption Application

- By-Law 1775
Being a by-law to provide that Part Lot Control shall not apply to certain lands within Registered Plan 12M-545 in the Essex Town Centre Subdivision

Moved by Councillor Bjorkman
Seconded by Councillor Vander Doelen

(R19-01-012) That Planning Report 2019-02, entitled "Essex Town Centre Part Lot Control Exemption Application"(Essex Centre - Ward 1), prepared by Jeff Watson, Policy Planner and submitted by Chris Nepszy, Deputy CAO/Director Infrastructure Services, dated January 14, 2019, be received; and

That By-Law 1775 being a by-law to provide that Part Lot Control shall not apply to certain lands within Registered Plan 12M-545 in the Essex Town Centre Subdivision, be read a first, a second and a third time and finally passed on January 14, 2019; and

That the Manager of Planning Services for the County of Essex be advised that the Town supports part lot control exemption for a period of two years for this development phase, and recommends that he approve the part lot control exemption application.

Carried

9. Reports from Youth Members

10. County Council Update

11. Correspondence

11.1 Correspondence to be received

11.1.1 Ontario Association of Fire Chiefs

Correspondence notifying that Fire Chief Richard Arnel was elected as Executive Vice President to the Board of Directors of the Ontario Association of Fire Chiefs

Moved by Councillor Bondy
Seconded by Councillor Bjorkman

(R19-01-013) That correspondence from the Ontario Association of Fire Chiefs, dated December 10, 2018 notifying the Town that Fire Chief Richard Arnel was elected as Executive Vice President of the Ontario Association of Fire Chiefs, be received; and

That a letter be sent to Fire Chief Arnel congratulating him on his recent appointment.

Carried

Councillor Bondy wished to go on record that she was opposed to this elected position as she felt that his time was best served in the local area office.

11.2 Correspondence to be considered for receipt and support

12. Committee Meeting Minutes

12.1 Essex Centre B.I.A. - November 13, 2018

Moved by Councillor Verbeek
Seconded by Councillor Bowman

(R19-01-014) That the Essex Centre B.I.A. Committee Meeting Minutes of November 13, 2018, together with any recommendations noted therein be received, and adopted as circulated.

Carried

13. Financial

13.1 2018 Capital Report

Moved by Councillor Bjorkman
Seconded by Councillor Bowman

(R19-01-015) That the 2018 Capital Report for the Town of Essex for the month ending October 31, 2018, be received.

Carried

13.2 2018 Operating Expense Budget Variance Report by Division

Moved by Councillor Bjorkman
Seconded by Councillor Bondy

(R19-01-016) That the 2018 Operating Expense Budget Variance Report by Division for the Town of Essex for the month ending October 31, 2018, be received.

Carried

14. New Business

15. Notices of Motion

15.1 The following Notice of Motion was presented at the December 17, 2018 Regular Council Meeting and is being brought forward for consideration this evening:

Moved by Councillor Bondy
Seconded by Councillor Vander Doelen

(R19-01-017) That Councillor Bowman be so appointed and assume the Chair at 6:49 PM in order to allow the Mayor to speak to the Notice of Motion.

Carried

Moved by Mayor Snively
Seconded by Councillor Bondy

(R19-01-018) That Administration begin to investigate opportunities to pre-service the industrial zoned, expanded settlement lands, south of Kings Highway #3 and County Road 8, and the methods of cost recovery.

Carried

Mayor Snively resumed the Chair at 6:55 PM

15.2 The following Notice of Motion will be brought forward for consideration at the Regular Council Meeting on Monday, February 4, 2019:

Moved by Mayor Snively
Seconded by

That Administration provide periodic verbal and/or written reports providing updates to Council on the status of various ongoing development matters or projects in the Town of Essex.

16. Reports and Announcements from Council Members

Each of the Council members were provided an opportunity to discuss their latest news, upcoming events, and activities in the municipality.

Councillor Bowman advised Council that he and Mayor Snively had attended the Grade 7 class at Holy Name Elementary School. The class had written letters with suggestions for the Town which he would be circulating to the various departments.

17. By-Laws

17.1 By-Laws that require a third and final reading

17.1.1 By-Law 1768

Being a by-law to amend By-Law 1037 The Comprehensive Zoning By-Law for the Town of Essex
(Site Specific Zoning Provisions, Essex Town Centre Subdivision)

Moved by Councillor Bjorkman
Seconded by Councillor Garon

(R19-01-019) That By-law 1768 being a by-law to amend By-Law 1037 The Comprehensive Zoning By-Law for the Town of Essex, be read a third time and finally passed on January 14, 2019.

Carried

17.1.2 By-Law 1771

Being a by-law to confirm the proceedings of the December 17, 2018 regular Meeting of the Council of the Corporation of the Town of Essex

Moved by Councillor Bowman
Seconded by Councillor Bondy

(R19-01-020) That By-Law 1771 being a by-law to confirm the proceedings of the December 17, 2018 Regular Meeting of the Council of the Corporation of the Town of Essex, be read a third time and finally passed on January 14, 2019.

Carried

17.2 By-Laws that require a first, second, third and final reading

17.2.1 By-Law 1772

Being a by-law to appoint an Alternate Member to the Council of the County of Essex during an absence of the Mayor or Deputy Mayor

Moved by Councillor Bondy
Seconded by Councillor Vander Doelen

(R19-01-021) That By-Law 1772 being a by-law to appoint an Alternate Member to the Council of the County of Essex during an absence of the Mayor or Deputy Mayor, be read a first, a second and a third time and finally passed on January 14, 2019.

Carried

17.2.2 By-Law 1776

Being a by-law to enter into a Combined Water and Wastewater Services Agreement between the Ontario Clean Water Agency and the Corporation of the Town of Essex

Moved by Councillor Bjorkman
Seconded by Councillor Verbeek

(R19-01-022) That By-Law 1776 being a by-law to enter into a Combined Water and Wastewater Services Agreement between the Ontario Clean Water Agency and the Corporation of the Town of Essex, be read a first, a second and a third time and finally passed on January 14, 2019.

Carried

17.2.3 By-Law 1777

Being a by-law to Establish and Recognize Advisory and Ad-Hoc Committees for the Town of Essex

Moved by Councillor Bondy
Seconded by Councillor Bjorkman

(R19-01-023) That By-Law 1777 being a by-law to establish and recognize Advisory and Ad Hoc Committees for the Town of Essex, be read a first, a second and a third time and finally passed on January 14, 2019.

Carried

17.3 By-Laws that require a first and second reading

17.3.1 By-Law 1774

Being a by-law to confirm the proceedings of the January 14, 2019 Regular Meeting of the Council of the Corporation of the Town of Essex

Moved by Councillor Verbeek
Seconded by Councillor Vander Doelen

(R19-01-024) That By-Law 1774 being a by-law to confirm the proceedings of the January 14, 2019 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a first, and a second time and provisionally adopted on January 14, 2019.

Carried

18. Adjournment

Moved by Councillor Vander Doelen
Seconded by Councillor Bjorkman

(R19-01-025) That the meeting be adjourned at 6:59 PM.

Carried

Mayor

Clerk

The Corporation of the Town of Essex
Special Council Meeting Minutes
January 23, 2019

A Public Meeting was held on Wednesday, January 23, 2019 at 5:30 p.m. in the Large Meeting Room at the Essex Municipal Building, 33 Talbot Street South, Essex, Ontario. The meeting was called to order at 5:31 p.m.

1. Roll Call

Present: Mayor Larry Snively
Deputy Mayor Richard Meloche
Ward 1 Councillor Joe Garon
Ward 1 Councillor Morley Bowman
Ward 3 Councillor Kim Verbeek
Ward 3 Councillor Chris Vander Doelen
Ward 3 Councillor Steve Bjorkman
Ward 4 Councillor Sherry Bondy

Also Present: Donna Hunter, Chief Administrative Officer
Shelley Brown, Deputy Clerk. Legislative and Legal Services

2. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

3. Adoption of Published Agenda

- a) January 23, 2019 Special Council Meeting Agenda

Moved by Councillor Bjorkman
Seconded by Councillor Bowman

(SP19-01-006) That the published agenda for the January 23, 2018 Special Council be adopted as presented. "Carried"

4. Reports from Administration

- a) Shelley Brown, Deputy Clerk

Ms. Brown outlined the recommendations contained in Clerk Report 2019-003 "2019 and 2020 Spay and Neuter Voucher Program". Ms. Brown provided council with statistics regarding the progress of the program.

Moved by Councillor Bondy
Seconded by Councillor Verbeek

(SP19-01-007) That Clerks Report 2019-03 entitled “2019 and 2020 Spay and Neuter Voucher Program” prepared by Shelley Brown, Deputy Clerk, be received;
That a spay and neuter voucher program for feral cats be committed for 2019 and 2020 up to a maximum of 175 vouchers each year with a value of \$75 each for a total cost of \$13,125;
That a spay and neuter voucher program for dogs and cats of low income families be committed for 2019 and 2020 up to a maximum of 10 vouchers each year with a value of \$75 each for a total cost of \$750;
That any unused funding from the prior years spay and neuter voucher programs and the Trap Neuter and Release (TNR) program be transferred to reserve to offset the cost of TNR programs in future years; and
That the Trap Neuter and Release (TNR) program for 2019 and 2020 be increased to \$9,750. “Carried”

5. Public Presentations

6. Adjournment

Moved by Councillor Bowman
Seconded by Councillor Vander Doelen
(SP19-01-008) That the meeting be adjourned at 5:52 p.m. Carried

MAYOR

Deputy CLERK



Special Council Meeting Minutes

Monday, January 21, 2019 - 4:30 – 5:30 PM

Large Meeting Room

33 Talbot Street South, Essex, ON.

1. Roll Call

- Present:
- Mayor Larry Snively
 - Deputy Mayor Richard Meloche
 - Ward 1 Councillor Joe Garon
 - Ward 1 Councillor Morley Bowman
 - Ward 2 Councillor Kim Verbeek
 - Ward 3 Councillor Chris Vander Doelen
 - Ward 3 Councillor Steve Bjorkman
 - Ward 4 Councillor Sherry Bondy
- Also Present:
- Donna Hunter, Chief Administrative Officer
 - Chris Nepszy, Deputy CAO/Director, Infrastructure Services
 - Doug Sweet, Director, Community Services
 - Jeffrey Morrison, Director, Corporate Services and Treasurer
 - Rob Auger, Town Solicitor/Clerk, Legal and Legislative Services

The meeting was called to Order at 5:32 PM.

2. Declarations of Conflict of Interest

None.

3. Adoption of Published Agenda

- a) Special Council Meeting Agenda
- Moved by Deputy Mayor Meloche
- Seconded by Councillor Bjorkman
- (SP19-01-006)** That the published agenda for the January 21, 2019 Special Council Meeting be adopted as presented. "Carried"

4. Reports from Administration

- a) Rick Arnel, Fire Chief and Rick Mallot, Deputy Fire Chief
- Presentation Re: Council Orientation 2019
- Chief Arnel together with Deputy Chief Mallot provided council with an overview of Fire Services and Fire Service delivery Model. The overview included a review of the relevant legislation including the *Fire Protection and Services Act*, Town of Essex responsibilities for Fire protection Services, the

establishing and regulating by-law, core services of the Fire Department, Fire Service Training guidelines and requirements, standard incident management and modern Fire Service challenges.

The Chief and Deputy Chief then proceeded to take questions from Council.

In response to and as part of this discussion the Director of Community Services Doug Sweet stated that in conjunction with the Manager of Communications, the Department would look further into making some of these presentation materials available to the public perhaps as part of a specific page on the Town Website.

Moved by Councilor Bondy

Seconded by: Councillor Verbeek

(SP19-01-007) That the presentation entitled "Council Orientation 2019", prepared by Rick Arnel, Fire Chief and Rick Mallot, Deputy Fire Chief, be received. "Carried"

5. Public Presentations

6. Adjournment

Moved by Deputy Mayor Meloche

Seconded by Councillor Garon

(SP19-01-008) That the meeting be adjourned at 5:55 PM

Mayor

Clerk

The Corporation of the Town of Essex

Special Council Meeting Minutes

January 14, 2019

A Special Meeting of the Council of the Town of Essex was held on Monday, January 14, 2019 at 4:30 pm in Committee Room C at the County of Essex Civic Building, 360 Fairview Avenue West, Essex, Ontario. The meeting was called to order at 4:30 p.m.

1. Roll Call

Present:	Mayor Larry Snively Ward 1 Councillor Joe Garon Ward 1 Councillor Morley Bowman Ward 3 Councillor Kim Verbeek Ward 3 Councillor Chris Vander Doelen Ward 3 Councillor Steve Bjorkman Ward 4 Councillor Sherry Bondy
Regrets:	Deputy Mayor Richard Meloche
Also Present:	Donna Hunter, Chief Administrative Officer Chris Nepszy, Director, Infrastructure/Deputy CAO Doug Sweet, Director, Community Services Jeffrey Morrison, Director, Corporate Services Jeff Watson, Policy Planner Rita Jabbour, Planner Alex Denonville, Manager, Strategic Communications Nelson Silverio, Economic Development Officer Robert Auger, Town Solicitor/Clerk, Legal and Legislative Services Shelley Brown, Deputy Clerk, Legal and Legislative Services

2. Declarations of Conflict of Interest

No conflict of interest was declared.

3. Adoption of Published Agenda

- a) Special Council Meeting Agenda

Moved by Councillor Bowman

Seconded by Councillor Vander Doelen

(SP19-01-001) That the published agenda for the January 14, 2019 Special Council Meeting be adopted as presented. "Carried"

4. Reports from Administration

a) Alex Denonville, Manager, Strategic Communications

Re: Communications Review

Mr. Denonville presented the goals of his position detailing various mechanisms he utilizes to fulfill his duties and meet the goals of his position. Mr. Denonville outlined how various advertising and branding relates to his role and various methods that are used to communication with residents and staff.

Moved by Councillor Bjorkman

Seconded by Councillor Verbeek

(SP19-01-002) that Council receive the presentation entitled "Communications Review" prepared by Alex Denonville. "Carried"

b) Alex Denonville, Manager, Strategic Communications and Nelson Silverio, Economic Development Officer

Re: Toursim Marketing 2018 Year in Review

Mr. Silverio detailed the various methods that were used to promote tourism. He outlined various partnerships that were utilized throughout the year showing who the target audience is and how many views each received.

Moved by Councillor Garon

Seconded by Councillor Bowman

(SP19-01-003) that Council receive the presentation entitled "Tourism Marketing 2018 Year in Review" prepared by Alex Denonville and Nelson Silverio. "Carried"

c) Nelson Silverio, Economic Development Officer

Re: Economic Development 101

Mr. Silverio defined economic development and presented the successes throughout the year. He described major trends in our global economy and outlined the strategies that were used to promote economic development.

Moved by Councillor Vander Doelen

Seconded by Councillor Bjorkman

(SP19-01-004) that Council receive the presentation entitled "Economic Development 101" prepared by Nelson Silverio. "Carried"

5. Public Presentations

6. Adjournment

Moved by Councillor Bjorkman

Seconded by Councillor Verbeek

(SP19-01-005) That the meeting be adjourned at 5:41 p.m. "Carried"

Mayor

Clerk



Special Council Meeting Minutes

Large Meeting Room

33 Talbot Street South, Essex, ON.

Monday, December 10, 2018– 4:30 PM

1. Roll Call

Present: Mayor Larry Snively
Deputy Mayor Richard Meloche
Ward 1 Councillor Joe Garon
Ward 1 Councillor Morley Bowman
Ward 2 Councillor Kim Verbeek
Ward 3 Councillor Chris Vander Doelen
Ward 3 Councillor Steve Bjorkman
Ward 4 Councillor Sherry Bondy

Also Present: Donna Hunter, Chief Administrative Officer
Chris Nepszy, Deputy CAO/Director, Infrastructure Services
Doug Sweet, Director, Community Services
Jeffrey Morrison, Director, Corporate Services
Rob Auger, Town Solicitor/Clerk
Shelley Brown, Deputy Clerk

2. Declarations of Conflict of Interest

Councillor Bondy declared a conflict of interest as it relates to Item 4 b) on the agenda as she is currently an employee of the Essex County Library.

3. Adoption of Published Agenda

a) Special Council Meeting Agenda

Moved by: Councilor Bjorkman

Seconded by Councillor Bowman

(SP18-12-001) That the published agenda for the December 10, 2018 Special Council Meeting be adopted as presented. "Carried"

4. Reports from Administration

a) Robert W Auger, Town Solicitor/Clerk- Clerks Report 2018-18 "Appointment of Striking Committee for 2018-2022 Council Committee Appointments

The Clerk presented Report 2018-18 and asked Council to consider the appointment of a Striking Committee that would meet and make recommendations to Council prior to Council's December 17 special council meeting. While Report 2018-18 made reference to a proposed appointment process for determining membership on the Striking Committee, the Clerk stated that the form and manner of determining the members of the striking committee would ultimately be at Council's discretion. The Clerk further advised that going forward it was recommended that there be a more formal policy in place that would help govern the Committee Selection process and procedure.

Moved by Deputy Mayor Meloche
Seconded by Councillor Bondy

(SP 18-12-002) That Council receive Clerks Report 2018-18; and
That Council appoint the Mayor Snively , Deputy Mayor Meloche,
Councillor Verbeek and Councillor Garon to the Town of Essex 2018-2022
Striking Committee. "Carried"

Moved by Councillor Bjorkman
Seconded by Councillor Garon

(SP 18-12-003) That Council direct Administration to amend the Procedural By-law to provide for the future establishment of Striking Committees for the purposes outlined in this Report; and
That Council direct administration to develop a Boards and Committees Appointment Policy and report back to Council for its consideration and adoption. "Carried"

b) Robert W Auger, Town Solicitor/Clerk

Verbal Report re: Council Nominee for Essex County Library Board

- Correspondence dated October 31, 2018 from Mary Birch County of Essex Director of Council and Community Services/Clerk asking for nominations for the Essex County Library Board.

Councillor Bondy declared a conflict of interest with respect to this agenda item and took no part in the discussion or vote.

Moved by Councillor Bjorkman

Seconded by Councillor Vander Doelen

(SP 18-12-004) That Council submit the name(s) of Deputy Mayor Meloche as the Council Nominee for consideration by the Essex County Striking Committee for appointment to the Essex County Library Board and that the Clerk and Town HR Manager be delegated the task of selecting a layperson nominee name to submit to the Essex County Striking Committee.

“Carried”

5. Closed Meeting

Moved by Councillor Garon

Seconded by Councillor Bjorkman

(SP 18-12-005) That Council at 5:07 p.m. move into a Closed Meeting as allowable under the Municipal Act for the following purposes:

- a) to receive Code of Conduct education and training pursuant to Section 239 (3.1) of the Municipal Act, 2001, S.O. 2001, c. 25.;
- b) to discuss a confidential proposed land acquisition matter pursuant to Section 239 (2) (c) of the Municipal Act, 2001, S.O. 2001, c. 25.; and
- c) to discuss a personal matter about an identifiable individual, including municipal or local board employees pursuant to Section 239 (2) (b) of the Municipal Act, 2001, S.O. 2001, c. 25.

“Carried”

6. Open Meeting

Moved by Councillor Bjorkman

Seconded by Councillor Vander Doelen

(SP 18-12-006) That Council move back into Open Meeting at 8 p.m. “Carried”

7. Adjournment

Moved by Deputy Mayor Meloche

Seconded by Councillor Garon

(SP 18-12-007) That the meeting be adjourned at 8 p.m. “Carried”



Delegation Request Form

This form must be completed and submitted to the Clerk of the Town of Essex by all persons wishing to address Council at a scheduled meeting of Council. **Delegation requests must be submitted by 2:00 p.m. on the Tuesday prior to the scheduled meeting.** Please refer to our online Community Calendar at www.essex.ca for scheduled Council meetings.

Presentations to Council are limited to 5 minutes per person to a maximum of 10 minutes for a group of two persons or more.

Name: Karen & Rick Balind

Date of Request: Jan. 28/2019

Are you representing a group? Yes ☒ No ☐

Name of group (if applicable): Independent Facilitation Matters

Please provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take:

Asking for Support / Endorsement

Have you consulted with Town staff on this issue? Yes ☒ No ☐

If yes, please provide the names of staff consulted and the details of your discussions:

Sherry Bondy
Steve Bjorkman

Karen Balind
315 Secord St.
Harrow, On
N0R 1G0

Thursday, January 24, 2019

Dear Mr. Nicholls,

My name is Karen Balind. I am writing this letter on behalf of my son Dan. We live in Harrow. We have been receiving support from Windsor Essex Brokerage for Personal Supports for the last 5 years. Brokerage has made a difference in my life by helping us find strengths Dan had that we were not able to see. Seeds were planted to help him realize that there were more opportunities for him.



Brokerage has made our family life better because we have been given encouragement and we feel enlightened in ways we can empower Dan to be the best he can be. He feels he has the strength and confidence to do things he could not do before. We need Brokerage to be there in the future because Dan is just now planning to move out on his own and looking for a place to live.

We need their help to help Dan get a place and begin the next journey. Brokerage has helped us create a support circle to help Dan realize he has many others who want to support him on his journey. Some of the obstacles we overcome are finding Dan work and volunteer placements. Also finding workers to help support Dan. The support by Brokerage is different than before because Brokerage is always there day and night. They answer calls and will always have answers to our questions or will find out.

If we do not have Brokerage, we don't know what will happen in Dan's future. Will he move out? Will he feel he is strong enough? Will he succeed in the dream he has? Or will he fall through the cracks? Please! Please! Do not cancel this funding!

Karen Balind

Delegation Request Form

Submitted at Monday January 7th 2019 6:03 AM with reference number 2019-01-07-002.

- **Name**
Megan Balsillie
- **Date of Request**
1/14/2019
- **Are you representing a group?**
Yes
- **Name of Group (if applicable)**
N/A - a group of business owners from on and around County Rd 50
- **Provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take.**
We wish to present to council the impact and importance of the cycling infrastructure on our business from a tourism standpoint and to encourage the further development of bike lanes on County Road 50 especially continuing eastward towards Arner Townline.
- **Have you consulted with Town staff on this issue?**
Yes
- **If you've consulted with Town staff, please provide the names of staff members you've talked to and the details of those discussions.**
Megan Balsillie met in December with Jeff Watson, Alex Dennonville and Nelson Silvilera to discuss the Town's plan to achieve Bike Friendly community status,, changes in policy concerning cycling and to share ideas for the upcoming summer tourism season.
- **If this is a property matter, are you an owner?**
Yes
- **Have you appeared before Council in the past regarding this issue?**
No
- **Will you have written or printed materials to distribute? If so, please submit 12 copies of printed materials to the Clerk before the meeting.**
Yes
- **Will you be delivering an electronic presentation that requires access to a computer and software? If so, please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting.**
No
- **Your Address or Group Contact Address (full mailing address including postal code)**
Megan Balsillie
93 County Road 50 East
Harrow Ontario
N0R1G0

- **Home**
519-551-1613
- **Email Address**
meg@farmdogcycles.com
- **Name and address of all representatives attending, including their positions**
Megan Balsillie, Farm Dog Cycles
Ann Wilson, Oxley Estate Winery
Tom O'Brien, Cooper's hawk Vineyards
Doug Balsillie, The Fruit Wagon

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New Response Completed for Delegation Request Form

Hello,

Please note the following response to Delegation Request Form has been submitted at Thursday January 17th 2019 3:21 PM with reference number 2019-01-17-002.

- **Name**
Lori Newton
- **Date of Request**
2/4/2019
- **Are you representing a group?**
Yes
- **Name of Group (if applicable)**
Bike Windsor Essex
- **Provide details on the issue(s) you wish to present to Council and any actions you will be asking Council to take.**
Bike Windsor Essex's partnering with the Town of Essex to deliver cycling education as part of the CWATS Project Funding Requests 2019
- **Have you consulted with Town staff on this issue?**
Yes
- **If you've consulted with Town staff, please provide the names of staff members you've talked to and the details of those discussions.**
Discussed options for safe cycling education for residents of Essex with Jeff Watson and Cynthia Cakebread
- **If this is a property matter, are you an owner?**
Not applicable
- **Have you appeared before Council in the past regarding this issue?**
No
- **Will you have written or printed materials to distribute? If so, please submit 12 copies of printed materials to the Clerk before the meeting.**
Yes
- **Will you be delivering an electronic presentation that requires access to a computer and software? If so, please submit your presentation on CD, DVD or flash drive by noon on the Friday before the Council meeting.**
No
- **Your Address or Group Contact Address (full mailing address including postal code)**
Bike Windsor Essex, 658 Monmouth Road, Windsor ON N8Y 3J6
- **Home**
519-980-4849

- **Work**
519-980-4849
- **Email Address**
lori.newton@me.com
- **Name and address of all representatives attending, including their positions**
Lori Newton, 3552 Bruce Ave, Windsor ON, N9E 4R9, Executive Director, Bike Windsor Essex

Hello Robert,

Please include the following message with the materials provided to the Mayor & Council for the meeting scheduled for Feb 4th -- in regard to paving the shoulders of final 3.6k segment of CR50 (between Oxley & CR23)

Thank you,

Tom & Sue Omstead
Share the Road - Essex County

###

Dear Mayor Snively and members of Essex Town Council,

Who we are: Since we were founded in 2005, Share the Road - Essex County ("STR-EC") has been an unfunded, independent, non-partisan, grassroots voice for local cyclists, advocating for safer routes for cycling and helping cyclists to find safer routes to ride in Essex County.

We approach things from a positive and constructive perspective and offer practical, cost effective solutions to resolve the most pressing challenges faced by local cyclists.

We offer user knowledge to the County of Essex and local municipalities - to help them hit the mark and provide taxpayers with the biggest "bang for their bucks". Each year we put in thousands of kilometres cycling throughout Essex County and know both its formal intentionally-built cycling facilities (such as Dunn Rd) and its informal bikeways (such as Dolson Rd), as well as how to mesh them together in an effective way, based upon what's presently available. This recognizes the reality that much of the cycling network locally is still a work-in-process.

We do not recommend any route we haven't ridden ourselves. Because of this organizations such as CWATS, ERCA, TWEPI, Ontario By Bike and Bike Windsor-Essex seek out our knowledge and recommendations in regards to identifying routes on their maps or leading their tours through the County.

Bike Friendly Essex: Last fall, we were asked by the Ontario Share the Road Cycling Coalition (an unrelated organization) to adjudicate the Town's application for Bike Friendly Community status. Being part of the CWATS conversation from the beginning and experiencing firsthand many of the improvements identified in the Planning Department's report, we undertook a more structured analysis and cycled the sections within your Town lesser known to us before committing ourselves to giving our opinion. In conclusion, we were able to wholeheartedly support the Town's application, and we are very pleased to see that the Town of Essex has succeeded and received the Bronze Designation as a Bike Friendly Community (BFC) 2018 from the Coalition.

Congratulations! for being recognized for your significant efforts towards transforming Essex into a truly multi-modal community. This designation is well deserved and we hope our third party input helped to validate and support your application.

CWATS Project Funding Requests 2019: Jeff Watson has forwarded to us a copy of the planning department's report regarding the CWATS Project Funding Requests for 2019. We support these recommendations 100%.

As it is presently, CR50 east of Oxley Winery is too stressful a route for most cyclists to undertake unless they are part of a larger organized group and/or have an escort vehicle following closely behind. Most cycle-tourists are self-guided and this situation is a lost opportunity for both the Town and the County. For most cyclists, the preferred route between Windsor and Point Pelee is presently on the Greenway; however, because it is unpaved and lacks a change in scenery, by the time cyclists reach Harrow, most cyclists are ready to get off the Greenway and onto a paved facility.

In the summer of 2018, we were asked by Ontario by Bike to assist with guiding their 1st annual 3 day cycling tour of Essex County. About 40 cyclists from all over Ontario and beyond took part, many of whom had never been to Essex County before. We can tell you that every participant was overwhelmed with the beauty, the history, the wineries, the lakefront routes, the local produce and the friendly welcome they received in Essex County. The post-event report by Ontario by Bike indicates that the economic benefit to the region for this tour was just over \$22,000 for the 3 days and 2 nights. Multiply this benefit

by the thousands of potential cycle-tourists who will choose Essex County for their cycling trips once comfortable cycling routes are completed and promoted and you can see that this is an economic opportunity for Essex.

A highlight for many of the participants was cycling through the Town of Essex from Colio Winery, south along Dunn Road to CR50 and then east on CR50 to Kingsville; however, we were only able to cycle comfortably on the section of CR50 east of Oxley Winery (with no paved shoulders) because we rode that section in a tight single file group of significant numbers so that vehicles noticed us and gave us lots of room. Most tourists and residents would not ride that section solo or in small groups unless the shoulders are paved.

Closing the CR50 gap between Oxley and Kingsville would enable most cyclists access to Essex County's southern scenic waterfront and its wine country - most of which lies in the municipality of Essex. Construction of this project would make cycling through Essex County's wine region as comfortable as any wine routes found in either Niagara ON or Kelowna BC, places which have been able to take advantage of one of the fastest growing and lucrative tourism segments – cycle-tourism.

Informal Education: Formal education is recommended in the planning department's report. We agree with that recommendation; however, we think that informal education is an item that also needs attention, but is too often is missed. By informal education, we mean educating cyclists on site about "how to" use the cycling network to get from one place to another. This form of education can be easily & inexpensively achieved by posting intuitive comfort level indicators on maps and enroute (to help cyclists determine if the path or facility they're using matches their comfort level) and installing directional wayfare signage (to help ensure they stay on course - which should be restricted to the most preferred route available). This "education" should be possible without having to dismount the bike or use distracting devices.

Comfort Level Indication: STR-EC is presently creating intuitive Comfort Level Indicators and is strongly advocating to the County and each Municipality that such Indicators should be added to bike route signage posts and maps. By doing so, more cyclists will learn about the growing bike network in a meaningful way and therefore be encouraged to explore it with greater confidence. We encourage the Town to make use STR-EC's unique Comfort Level Indicators - which will undoubtedly help take Bike-Friendly Essex to the next level and put it well ahead of the curve.

Cycling Guideline: We are in the process of publishing a guide to cycling in Essex County. Closing the CR50 gap between Oxley and Colchester, installing directional wayfare signage and employing Comfort Level Indicators will earn high accolades in our book, and we invite the Town to collaborate with us on this project as well.

Summary: Great things can be accomplished when you have a vision, a plan is created and it gets community support. Case in point. Six years ago, cycling the 40-ish kms from the Town of Essex to its wineries along the shores of Lake Erie was a challenge that we estimate that only a very small % of the cycling population would take on. Back then we would have given this route a Comfort Level rating of only about 34%. A fail. Today, due to the many improvements that have been made, we estimate that about 2/3 of the cycling population would be comfortable cycling to Oxley Winery - but no further east. Tomorrow?

If this recommendation by the Planning Department is supported by Council, upon its completion, we would give those same 40-ish kms a Comfort Rating of +75% - meaning we estimate about 3/4 of the cycling population would feel comfortable riding all the way from the Town of Essex (or Amherstburg, Windsor etc) through Harrow, to Colchester and its wine country, then to Kingsville and beyond. Implementing the recommendation would bring **Paglione Estate Winery, Farm Dog Cycles, John R. Park Homestead, Cooper's Hawk Vineyards & The Vines Restaurant** and many more local residents into the County-wide cycling network. It would also transform this wine country route into a very marketable cycle-tour route as the preferred & most comfortable way for cyclists travelling through the County to go between places such as Windsor and Point Pelee.

We looking forward to the conclusion of that vision!

Thank you for your support (past, present and future) towards transforming the Town of Essex into a multi-modal community and we hope you'll join us in enthusiastically supporting the planning department's recommendations for the CWATS Project Funding Requests for 2019.

Best regards,

Tom & Sue Omstead
Share the Road - Essex County

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Report to Council

Department: Planning

Date: February 4, 2019

Prepared by: Jeff Watson, Policy Planner

Submitted by: Chris Nepszy, P.Eng., PE
Director, Infrastructure and Development

Report Number: Planning 2019-04

Subject: CWATS Project Funding Requests 2019
Town of Essex

Number of Pages: 6

RECOMMENDATION(S)

It is recommended that:

1. Planning report Planning 2019-04, entitled “CWATS Project Funding Requests 2019” be received and
2. Council pre-approve the Town’s 60 percent share of the \$1,446,000.00, in the amount of \$868,000.00 under the 2019 Capital Budget (to be funded over the 2019 and 2020 Capital Budget) for the extension of 1.5 meter wide paved shoulders on County Road 50 (CR50) from Evergreen Drive to County Road 23, in accordance with the County Wide Active Transportation (CWATS) Plan, and
3. That Council pre-approve, in accordance with the provisions of the Municipal Partnership Fund, funding in the amount of \$11,500.00 to permit the continuance and expansion of services and facilities complementary to the CWATS program with special regard to public education on bicycle use and the promotion of the Town’s active transportation system, \$11,500.00 being the 50 percent municipal contribution of the total cost of the services to be implemented.

Reason for Report

To obtain authorization for new CWATS supported alternative transportation initiatives for 2019.

Comments

A Bike Friendly Community:

Planning would like to announce that the Town of Essex has received the **Bronze Designation** as a Bike Friendly Community (BFC) 2018 from the Share the Road Cycling Coalition. The aims of the Coalition are:

- Connecting Ontario with a network of cycle tracks, bike lanes and paved shoulders;
- Providing every student in Ontario with the opportunity to learn to ride their bike safely, and;
- Ensuring that everyone in Ontario feels safe making the choice to ride a bicycle.

From their website -

“The Bicycle Friendly Community Award Program provides incentives, hands-on assistance, and award recognition for communities that actively support bicycling. The BFC Program was launched by the Share the Road Cycling Coalition in Canada in August 2010 in partnership with the Washington based [League of American Bicyclists](#).

In Canada, the [Canadian Automobile Association \(South Central Ontario\)](#) is the major sponsor of the program, with additional support coming from [Trek Canada](#).

Communities complete a thorough application and are judged in five categories often referred to as the Five “E’s”: Engineering, Education, Encouragement, Enforcement, and Evaluation and Planning. A community must demonstrate achievements in each of the five categories in order to be considered for an award on the Bronze, Silver, Gold or Platinum or Diamond level. Applications are judged by a volunteer panel of expert judges and communities with more significant achievements in these areas receive higher awards. The BFC application is a great self-assessment tool, as communities see where they can improve in each of these categories.”

The Town was given “Honourable Mention” in 2017 for its continuous improvements to the local and regional active transportation system. Not only did we, in partnership with the County under the County-wide Active Transportation System (CWATS), extend paved shoulders along County Road 50 from Colchester eastward, the Town assisted the Essex Region Conservation Authority with the development of the Cypher Systems Trail. The Town, on its own initiative, reconstructed Dunn Road with paved shoulders from Harrow to Colchester and a multi-use trail on Erie Street which, together with the Chrysler Greenway, provide a unique north/south connection between Windsor, Harrow, Colchester and the Lake Erie corridor. This connection along with the trail expansion along CR50, places Colchester at the hub of a significant regional and national active transportation system.

In order to achieve Bronze, in 2018 while the extension of the CR50 paved shoulders continued, greater focus was placed on the “soft side” of the AT initiatives and goals. With the support of the County under the CWATS Municipal Partnership Fund, Council committed funding to the holding of bike rodeos for training young people in the operation of their bicycles, bike valets for safely storing bicycles, while the owners attended a municipal function, Funfest, for other bike promotion initiatives and for the provision of benches and physical route maps along key cycle corridors.

Gaining recognition through the expansion of infrastructure and services and the public use of them is a team effort. Planning would like to thank all members of the administration who actively participated including the Directors of Community Services and Infrastructure and Development and their staff and Darren Winger, Regional Advisor, Regional Services and Corporate Support Branch, Ministry of Tourism, Culture and Sport, Lori Newton, Bike Windsor Essex, Justin Jones, Manager, Bike Friendly Ontario, Share the Road Cycling Coalition, and local participants from the cycling community.

For 2019, the various programs offered previously would be enhanced and new programs offered. This is a year to experiment on how to inform the public about our active transportation system and how to educate the public on the safe use of their bicycles and our system. The various initiatives proposed are set out below under the Municipal Partnership Fund Projects.

Note: The Ontario Bike Summit will be held in Toronto on April 1 and 2, at which time awards to newly recognized Bike Friendly Communities, one being the Town of Essex, will be presented. Members of Council and administration are invited to attend to receive the award.

CWATS Infrastructure Project for 2019:

The construction of paved shoulders on CR50 is one of the top priorities under the CWATS plan. It has regional and inter-provincial significance in light of its linkage with an active transportation system that extends to Quebec City and the 5000 kms, La Route Verte.

Construction started in 2014 from Dahinda in Colchester and paved shoulders now extend just past the Oxley Golf Course to Evergreen Drive. There are approximately 3.6 kms to go to reach our mutual boundary with Kingsville. Kingsville has an aggressive active transportation plan which will result in the construction of paved shoulders along their section of CR50 to our border this year.



Planning is recommending that Council commit to the completion of this 3.6 km corridor in 2019.

The County has provided us with an estimate of the cost of construction, \$1,446,000.00. At the CWATS ratio of 60/40, the Town would need to commit \$868,000.00 to this project in 2019. In comparison, the Town has committed approximately \$350,000 annually for the construction of approximately 1 km of paved shoulders along CR50 to date. If this project were to be funded over the period of 2019 to 2021 (3 years), the estimated cost to the Town would be \$1,050,000.00. As such, the completion in one year will provide the Town with a savings of approximately \$182,000.00 when compared to the three year completion.

To compensate for the additional cost in 2019, it is recommended that Council defer further construction of paved shoulders west from Colchester until 2022.

Under CWATS, the construction of paved shoulders on CR50 was a key priority. Improvements to CR50 have proven to be popular with cycling groups, local tour organizers and businesses, the wineries in particular, and the general public. Completing this section links Windsor to Harrow and Colchester and Colchester to Kingsville and Leamington through some of the most attractive sections of the Town and past key businesses.

As well, with Council's commitment to support on farm diversified uses and tourist related accommodation through CIP funding, completion of this section sends a strong signal to tourism and cycling associations that the Town is committed to active transportation and related tourism activities. Cycle tourism is now a multi-billion industry in North America and we are getting noticed through the efforts of local promoter's like Farm Dog Cycles and Windsor Eats and through key regional cycling events, like, the Great Waterfront Trail Adventure.

CWATS Municipal Partnership Project Funding:

As noted, in order to promote public recognition and use of our active transportation (AT) system, in 2018, greater emphasis was placed on the soft side of our AT initiatives. Public appreciation of cycling benefits and opportunities were undertaken through advertising and web based approaches and the provision of services such as the Bike Rodeo.

In 2019, more advertising through various media and events will be undertaken, and, through the Municipal Partnership Fund grant, a multi-faceted approach directed toward bicycle use promotion and bicycle user education consisting of the following initiatives will be followed:

- 6 Canbike Ride with Confidence clinics, for educating youth and adults in the use of bicycles;

- 3 Bike Rodeos, for educating children in the use of bicycles;

- Cycling Guide publication, showing the local and regional routes and anticipated user experiences;

- Positive Reinforcement Initiative with the OPP, whereby police officers reward children and youth in the field to recognize their good cycling practises;

- Cycling Equipment Packages, including bike helmets, lights and bicycles in association with other municipal events and activities;

- Bike Friendly Community Workshop, held by Share the Road Cycling Coalition, with Council and municipal staff to look at the current AT system and current practises and ways improve the system and its use. It is expected that we will partner with one or more local municipalities to hold this workshop.

and the provision of up to 3 bike racks and 1 repair station to be installed at specific municipal locations.

The total cost of these initiatives is \$23,000.00, with the Town's 50 percent contribution of \$11,500.00 to be matched by the County under the Municipal Partnership Fund.

Our Bronze designation was achieved through such efforts and in themselves they serve to educate the public and cycle oriented businesses in what we offer for alternative transportation and recreation and to educate the public in the safe use of bicycles.

Financial Impact

The estimated cost of construction as provided by the County is \$1,446,000.00, with the Town's portion of 60% being \$868,000.00. The cost of the project would be approved under the 2019 Capital Budget, with funding split between the 2019 and 2020 Capital Budget. Half of the cost would be paid in 2019 with the remaining half remaining as an unfinanced carryforward to be funded in 2020. The 2019 and 2020 costs would be funded as follows:

2019

Gas Tax	\$260,400
<u>Asset Management Reserve – Upgrade (Gravel Shoulder to Paved)</u>	<u>\$173,600</u>
2019 Total Funding	\$434,000

2020

Trails Reserve	\$150,000
Asset Management Reserve – Upgrade (Gravel Shoulder to Paved)	\$173,600
<u>Contingency Reserve – Climate Change Funds</u>	<u>\$110,400</u>
2020 Total Funding	\$434,000

The \$868,000.00 contribution is the equivalent of just over two years of past annual contributions for three years of benefit. As such, the completion in one year will provide the Town with savings of approximately \$182,000 when compared to a three year completion.

Link to Strategic Priorities

Enhances economic development activities focusing in tourism, commercial and residential growth. As noted in previous submissions to Council, this alternative transportation system has both regional significance and local benefits, in terms of stimulating the economy and providing safer and healthier transportation options. These benefits will become more important to the area as regional construction and integration of the system progress to maturity.

Reviewed by: Donna Hunter, Director of Corporate Services, Acting Chief Administrative Officer - concurs

Chris Nepszy, Director of Infrastructure and Development and Deputy Chief Administrative Officer - concurs

Doug Sweet, Director of Community Services - concurs

Jeffrey Morrison, Director of Corporate Services - concurs

Cynthia Cakebread, Manager of Recreation and Culture -concurs

Nelson Silveira, Economic Development Officer -concurs

Rita Jabbour, Planner -concurs



Report to Council

Department: Fire Services
Date: February 4, 2019
Prepared by: Rick Arnel, Fire Chief
Submitted by: Doug Sweet, Director of Community Services
Report Number: Fire-2019-001
Subject: Simplified Risk Assessment
Number of Pages: Three (3)

Recommendation(s)/Conclusion(s)

The following recommendations are provided for Council's consideration:

1. That Fire Report Number-2019-001 report entitled "Simplified Risk Assessment" **be received** for council information.

Reason for Report

To provide Council an update regarding the 2019 Simplified Risk Assessment for the Town of Essex.

Background

Municipalities in Ontario have a provincial legislated responsibility under the Fire Protection and Prevention Act, 1997 to provide public education and fire prevention code enforcement. Conducting a simplified risk assessment for the community is the first step toward ensuring compliance with these requirements and providing the information necessary for municipal councils to make informed decisions about the programs and activities necessary to effectively manage the community's fire risk.

These programs and activities are based on local needs and circumstances as determined by the simplified risk assessment. In general terms, local needs and circumstances relate to the economic situation of the community, its geography, its population, its building profile and its system of delivering fire protection.

Conducting a simplified risk assessment is a practical information gathering and analysing exercise intended to create a community fire profile that will aid in identifying appropriate programs or activities that can be implemented to effectively address the community's fire safety needs.

As a minimum requirement, a community fire safety program must include:

- a simplified risk assessment
- a smoke alarm program
- distribution of fire safety education materials, and
- participating in inspections upon complaint or when requested to assist with Fire Code compliance.

After carefully considering all data and associated factors, identify the target fire risk, select the program, priority, resources needed to appropriately address the needs. In addition develop an implementation strategy that will address the community fire risk(s) based on local needs and circumstances (see Appendix A).

Once the community risk(s) have been identified and prioritised, while at the same time taking into consideration resources and other factors, an implementation strategy would be developed. The strategy would involve:

- council approval of activities
- resource allocation
- Assignment of responsibilities • development of program operational guidelines • ongoing program assessment.

Essex Fire and Rescue Service on January 21, 2019 provided a presentation to council on Fire Protection and Prevention Act, 1997 (FPPA) compliance issues as well as the municipality's compliance status with this legislation.

Financial Impact

There is no financial impact.

Link to Strategic Priorities

- Promote a healthy, safe and environmentally conscious community
- Manage the Town's finances and human resources in a responsible manner

Reviewed by:

Donna Hunter, Chief Administrative Officer	Concur
Doug Sweet, Director of Community Services	Concur

Appendix A – 2019 Essex Fire and Rescue Risk Assessment

Town of Essex - Simplified Risk Assessment *January 2019*

Town of Essex Essex Fire & Rescue Services



Simplified Risk Assessment January 2019

INTRODUCTION

The Essex Fire & Rescue Services is made up of the two former Towns of Essex and Harrow, and the two former Townships of Colchester North and Colchester South united into one municipality the Town of Essex in 1999.

Municipalities in Ontario have a provincially legislated responsibility under the Fire Protection and Prevention Act of 1997 to provide public fire safety education and fire prevention code enforcement. Conducting a simplified risk assessment for the community is the first step toward ensuring compliance with these requirements and services to provide the information necessary for municipal councils to make informed decisions about the programs and activities necessary to effectively manage the community fire risk. These programs and activities are based on local needs and circumstances as determined by the simplified risk assessment. In general terms, local needs and circumstances relate to the economic situation of the community, its geography, its population, its building profile and its system of delivering fire protection.

Town of Essex - Simplified Risk Assessment

January 2019

Applicable Legislation

The provision of fire protection services in a municipality is governed by both provincial and federal legislation. The Fire Protection and Prevention Act, 1997 is the primary governing legislation for the provision of fire protection services in Ontario. Other legislation affects the delivery of fire protection, and a detailed listing is provided as Appendix A to this report.

The Fire Protection and Prevention Act, 1997 S.O. 1997, Chapter 4

The Fire Protection and Prevention Act, 1997 (FPPA) is provincial legislation that governs fire protection in Ontario. It provides definitions, specifies municipal responsibilities regarding the delivery of fire protection services and describes the powers and duties of the Fire Marshal (excerpts below)

Definitions

In this Act, "fire protection services" includes fire suppression, fire prevention, fire safety education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services.

Municipal responsibilities

2. (1) Every municipality shall

- (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention, and*
- (b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.*

Review of municipal fire services

(7) The Fire Marshal may monitor and review the fire protection services provided by municipalities to ensure that municipalities have met their responsibilities under this section and, if the Fire Marshal is of the opinion that, as a result of a municipality failing to comply with its responsibilities under Subsection (1), a serious threat to public safety exists in the municipality, he or she may make recommendations to the council of the municipality with respect to possible measures the municipality may take to remedy or reduce the threat to public safety.

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Municipalities may establish fire departments

- 5. (0.1) The council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality.
- 5. (1) A fire department shall provide fire suppression services and may provide other fire protection services in a municipality, group of municipalities or in territory without municipal organization.

FIRE MARSHAL

Powers of Fire Marshal

- 9.(1) the Fire Marshal has the power,
 - (a) to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services
 - (d) to issue guidelines to municipalities respecting fire protection services and related matters

Duties of Fire Marshal

- 9. (2) It is the duty of the Fire Marshal,
 - (b) to advise municipalities in the interpretation and enforcement of this Act and the regulations
 - (d) to develop training programs and evaluation systems for persons involved in the provision of fire protection services and to provide programs to improve practices relating to fire protection services

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The Office of the Fire Marshal has identified a three-pronged approach to fire protection for our citizens:

- Public fire safety education.
- Fire prevention inspections and code enforcement.
- Emergency response.

The ultimate goal is to minimize our emergency responses and see our fire apparatus and protective clothing remain in the station. In order to achieve this goal, we must educate our citizens about fire safety and perform inspections and code enforcement to ensure that our buildings are as fire safe as possible.

Understanding and Using the OFM Fire Progression Curve

The Office of the Fire Marshal (OFM) recognizes an organized, rapid, aggressive and offensive approach to fire suppression as the most effective strategy to mitigate a fire, thereby potentially reducing the loss of life and property. This strategy is based upon the OFM Fire Progression Curve, Chart #1. As depicted a fire grows exponentially—time versus fire growth.

Chart #1

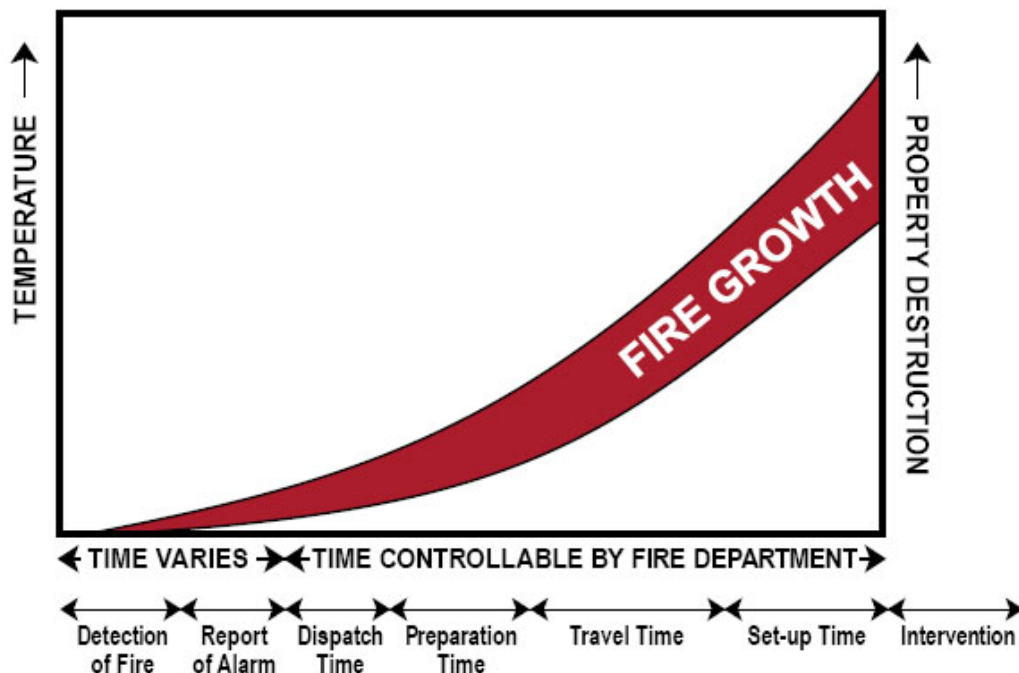


Chart #1 was produced by the OFM for the Operational Planning document.

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Notes:

- The fire progression curve is subject to variation due to a number of factors such as type of material and volume of material.
- The various factors, from the time the fire begins until intervention takes place, are all subject to variation.
- Preparation time for full-time firefighters means the time to dress and depart the station.
- Preparation time for volunteer firefighters includes the time to respond to the station as well as to dress and depart the station.

Fire Growth Rates

Research by the OFM and the National Research Council of Canada recognize that a fire in a non-sprinklered residential occupancy may extend from the room of origin in approximately 10 minutes or less.

OFM test burns have demonstrated that fire can extend beyond the room of origin in as little as three minutes. Slow, medium and fast fire growth rates are defined by the Society of Fire Protection Engineers according to the time it takes for a fire to reach 1 megawatt (MW). Refer to Chart #2

Chart #2

TIME TO REACH 1MW AND 2MW FIRE GROWTH RATES IN THE ABSENCE OF SUPPRESSION		
FIRE GROWTH RATE	TIME TO REACH 1MW	TIME TO REACH 2MW
Slow	10 minutes	14.13 minutes
Medium	5 minutes	7.06 minutes
Fast	2.5 minutes	3.53 minutes

Chart #2 was produced by the OFM for the Operational Planning document.

Town of Essex - Simplified Risk Assessment January 2019

1MW fire can be thought of as a typical upholstered chair burning at its peak.

2MW fire can be thought of as a typical large upholstered sofa burning at its peak.

The purpose of this report is to provide an evaluation of the capabilities of the fire department based on a community risk assessment and to assist them in meeting their responsibilities as per the Fire Protection and Prevention Act, 1997 (FPPA) and other applicable legislations. The evaluation includes the identification of gaps that impact on the capability of the fire department to deliver fire suppression services and recommendations to close the gaps to assist Council in meeting its responsibilities as per the Fire Protection and Prevention Act, 1997 (FPPA) and other applicable legislations.

DEMOGRAPHIC PROFILE by Age Groups

	Our Population		Ontario	(Stats Canada 2017 Statistics)
0-14	3095 15%		2,207,970	16%
15-64	13295 65%		8,988,865	67%
65+	4035 20%		2,251,655	17%
Total	20,430	100.0%	13,448,495	100%

COMMENTARY ON DEMOGRAPHICS

Our Vulnerable People/Occupancies

- Our vulnerable age groups are 0-14 and 65+ totals 7130 which reflect 35% of the population in the Town of Essex.
- We have a number of occupancies in the Town of Essex that provide living arrangements for the elderly and infirm. Some of the occupancies are Harrowood (201) Iler Lodge and Retirement (134), Essex Manor (24) and Village Lodge (20).
- The Town of Essex also has 12 standalone Essex County Association for Community living homes with an undetermined number of residents.
- In addition to the above, there are also senior citizens and people with disabilities living in different residential settings throughout the municipality.
- The Town of Essex's population of approximately 20,430 is significantly higher during the summer months because of the number of beach front properties. There are fluxuations in the population during the summer months with activities in the cottages, campers, trailer parks and persons touring and visiting local wineries

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Our Language/ Customs Issues

- According to the 2017 figures from Statistics Canada the greatest percentage of the population of the Town of Essex is Anglo-saxon English speaking. All other identified visible minority groups (Chinese, Filipino, Arabic, etc.) are in very small numbers totalling less than 100 per grouping. Large quantity of Portuguese and Spanish speaking as well.

Our Seasonal Population Shifts

- Throughout the tourist season, we have a seasonal population shift of an additional 5,000 to 7,500 people residing in campgrounds, marinas and cottage groupings.

Other Local Considerations

- Annually, in our agricultural area, we have an undetermined number of offshore migrant workers brought in for the growing and harvesting seasons; they are primarily housed in seasonal housing facilities.
- There are other various venues with in the Town of Essex (Cedarwin Scout Camp and Kiwanis and Gesstwood Children's Camps)

DEMOGRAPHIC PROFILE CONCERNS

- The large number of older adults that live on their own.
- A large number people with mental and physical disabilities living unsupervised in public assistance housing.
- An undetermined number of offshore migrant workers living in the municipality with an unknown level of fire safety knowledge. (Use of candles, cooking practices, etc.).
- Vandalism and arson incidents in community.

Building Stock Profile

For the purpose of this report, Ontario Building Code (OBC) occupancies known as Group A, Group B, Group C, Group D, Group E and Group F, will be referred to as Classified Buildings. Structures or buildings not classified by the OBC will be referred to as Unclassified Buildings and buildings that fall under the National Farm Building Code will be referred to as NFBC.

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OBC Occupancy Classifications

Occupancy Classification		# of Occupancies
Group A	Assembly	102
Group B	Institutional/Residential Care	16
Group C	Single family & Multi Unit Residential, Hotel/Motel, Mobile Homes & Trailers	8686
Group D & E	Commercial	267
Group F	Industrial	127
Other	Farms, Silos, Golf Courses, Cemeteries.	17
Total		9215

Town of Essex building stock consists of approximately 9,172 units as listed by the OBC and MPAC.

Different types of building classifications

Column 1	Column 2	Column 3
Group	Division	Description of Major Occupancies
A	1	Assembly occupancies intended for the production and viewing of the performing arts
A	2	Assembly occupancies not elsewhere classified in Group A
A	3	Assembly occupancies of the arena type
A	4	Assembly occupancies in which occupants are gathered in the open air
B	1	Detention occupancies
B	2	Care and treatment occupancies
B	3	Care occupancies
C	---	Residential occupancies
D	---	Business and personal services occupancies
E	---	Mercantile occupancies
F	1	High hazard industrial occupancies
F	2	Medium hazard industrial occupancies
F	3	Low hazard industrial occupancies

Building stock inventory as per MPAC for the Town of Essex

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Type of Major Occupancy by OBC	Number of Occupancies	Risk Level	Type of Major Occupancy by OBC	Number of Occupancies	Risk Level
Group A, Division 1					
Group A, Division 2					
Cemeteries	13	Low	Child Care Facilities	5	Moderate
Churches	26	Low	Clubs, non-residential	12	Low
Community Halls	1	Low	Libraries	3	Low
Museum and/or Art Galleries	1	Low	Licensed Beverage Establishments	8	High
Restaurants	14	Moderate	Schools	8	Low
Funeral Homes	3	Low			
Group A, Division 3					
Arenas	2	Moderate			
Group A, Division 4					
Exhibition / Fair Grounds	1	Low			
Group B, Division 2					
Homes for the Aged	3	Extreme	Group Homes	1	Extreme
Group B, Division 3					
Residential Care Facilities	12	Extreme			

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Type of Major Occupancy by OBC	Number of Occupancies	Risk Level	Type of Major Occupancy by OBC	Number of Occupancies	Risk Level
Group C			Group C		
Dual/Residential/Business/Apartment	73	High	Semi/Detached Residential	143	Moderate
Multi-Unit Residential (under 6 stories)	106	High	Other Residential & Vacant lots	1193	Moderate
Farms w/residence	440	Moderate	Farms w/o residence & Farmland	784	Low
Recreation Camps/Golf Courses	6	Moderate	Residential Homes	5762	Moderate
Seasonal Dwellings	169	Moderate	Mobile Home Parks (Hidden Creek & Viscount)	2	Moderate
Hotel/Motel	3	Moderate			
Group D			Group D		
Offices (General)	23	Low	Banks	8	Low
Dental/Medical Offices	6	Low	Retail Plaza's	11	Moderate
Ambulance Stations	2	Moderate	Converted Homes to Business	3	Low
Fire Stations	3	Low	Retail Stores	75	Low
Police Stations	2	Low			
Group E			Group E		
Mercantile Stores	8	Low			

□

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Group F			Group F		
Group F, Division 1					
Grain Elevators/handling	2	High	Petro-chemical plant	1	Extreme
Group F, Division 2					
Service Stations	6	High	Repair Garages/Dealerships	31	High
Industry	14	Moderate	Marina's	1	High
Warehouses	3	High	Dump/Transfer Station/Landfill	1	Moderate
Group F, Division 3					
Communication Buildings	6	Moderate	Water Treatment Sewage Station	7	Moderate
Transformer Stations	3	Moderate	Greenhouses	2	Low
Unknown Groups					
Oil/Gas Wells	1		Pipelines	5	
Research Facility	1				
Other Commercial (surface parking lot)	4		Standard Industrial	32	

- One fire prevention inspector/ Public Education Officer would have approximately 1,900 hours annually to perform fire inspections.
- Today's moderate risk occupancies (excluding residential) which also includes inspecting our schools for a total 69 and require approximately 414 hours for fire prevention inspections, these inspections would require approximately 6 hours per inspection.
- Today's high to extreme risk occupancies total 87 and require approximately 696 hours for fire prevention inspections, these inspections would require approximately 8 hours per inspection.

Town of Essex - Simplified Risk Assessment

January 2019

- This leaves approximately 790 hours for fire prevention inspectors to provide other services such as, commenting on building plans, special events approvals, fire cause and determination investigations, and fire code compliance and complaint inspections required throughout the Municipality and also attending training to be able to keep current on legislation.

In general, the fire prevention personnel are working towards ensuring that the vulnerable populations of the Municipality safety needs are being addressed. If the Municipality is to take a proactive approach to managing extreme risks, working on high risks and keep an eye on moderate risk occupancies additional resources would be required.

Building Stock Profile Concerns

- Poor fire separations within the multi-storey, mixed-use buildings on the main streets of the urban areas will allow for greater fire spread.
- Poor spatial separations between the buildings will also encourage fire spread to additional buildings.
- Wild land/urban inter-face areas - grass/ brush fires endangering residential and agriculture buildings.
- There are properties in the municipality that fire department vehicles are not able to reach – large detached, single family residential structures with great distance setbacks from municipal roadways, and having private bridges over waterways and ditches with no weight ratings.
- Retro-fit inspections under Part 9 of the Ontario Fire Code are ongoing on all of the pre-Building Code structures located within the municipality.
- There is potential for large economic or social impact that would be felt in our community if any of our major industrial complexes were destroyed by fire.
- We have a number of small urban centres that comprise the Town (Essex, Gesto, McGregor, Harrow and Village of Colchester) where the majority of the residential and commercial buildings are located.
- The main streets predominately consist of old multi-unit buildings that were constructed before the implementation of the Building Code. Many of these buildings lack minimal fire separations and built-in fire safety systems such as fire alarms and sprinkler systems. This lack of adequate fire separations and fire suppression systems can allow a fire to spread quickly from room to room, and building to building. In these older sections, fire may destroy many irreplaceable historical buildings and put the lives of occupants of these buildings at risk. Part 9 of the Ontario Fire Code details retrofit requirements to upgrade certain types of older buildings to minimum fire safety standards. Retrofit has been applied to a large number of affected buildings. A small inventory still remains to be inspected.
- The residential building stock consisting of approximately 7,886 units represents the highest risk category for property loss and fire fatalities. This statistic is reflected both municipally and provincially.

Town of Essex - Simplified Risk Assessment

January 2019

- Large number of residential and agricultural building in the rural areas.
- Two large mobile home parks (combined 550 units) in the municipality.
- The municipality also has a number of seasonal campgrounds.

Determining a Risk Level For Building Occupancies

This study utilized the OFM Fire Risk Sub Model to assist in determining the fire risk level for the various buildings within the Town of Essex.

Definition of Risk

Risk is defined as a measure of the probability and consequence of an adverse effect to health, property, organization, environment, or community as a result of an event, activity or operation. For the purposes of the Fire Risk Sub-model, such an event refers to a fire incident along with the effects of heat, smoke and toxicity threats generated from the incident.

Probability Levels

The probability or likelihood of a fire within a community is often estimated based on the frequency of previous experiences. A review of past events may involve extracting relevant historical fire loss data, learning from the experiences of other municipalities, and consulting members of the community with extensive historical knowledge. Professional judgment based on experience should also be exercised in combination with historical information to estimate probability levels. An evaluation of the probability of an event can be categorized into 5 levels of likelihood as found in the chart below.

Probability(Likelihood) possibility chart

Probability (Likelihood) Levels		
Description	Level	Specifics
Rare	1	-may occur in exceptional circumstances -no incidents in the past 15 years
Unlikely	2	-could occur at some time, especially if circumstances change -5 to 15 years since last incident
Possible	3	-might occur under current circumstances -1 incident in the past 5 years
Likely	4	-will probably occur at some time under current circumstances -multiple or recurring incidents in the past 5 years
Almost Certain	5	-expected to occur in most circumstances unless circumstances change -multiple or recurring incidents in the past year

Town of Essex - Simplified Risk Assessment

January 2019

Consequence Levels

The consequences as a result of fire are the potential losses or negative outcomes associated with the event. The application of professional judgment and reviews of past occurrences are important methods used for quantifying consequence levels. Estimating the consequence level due to fire involves an evaluation of 4 components:

1. Life Safety
 - Injuries or loss of life due to occupant and firefighter exposure to life threatening fire or other situations
2. Property Loss
 - Monetary losses relating to private and public buildings, property content, irreplaceable assets, significant historic/symbolic landmarks and critical infrastructure due to fire
3. Economic Impact
 - Monetary losses associated with property income, business closures, downturn in tourism, tax assessment value, employment layoffs due to fire
4. Environmental Impact
 - Harm to human and non-human (i.e. wildlife, fish and vegetation) species of life and general decline in quality of life within the community due to air/water/soil contamination as a result of fire and fire suppression activities

An evaluation of the consequence due to fire can be categorized into 5 levels based on severity.

Town of Essex - Simplified Risk Assessment

January 2019

Consequence Level chart

Consequence Levels		
Description	Level	Specifics
Insignificant	1	-No life safety issue -limited valued or no property loss -no impact to local economy and/or -no effect on general living conditions.
Minor	2	-Potential risk to life safety of occupants -minor property loss -minimal disruption to business activity and/or -minimal impact on general living conditions.
Moderate	3	-threat to life safety of occupants -moderate property loss -poses threat to small local businesses and/or -could pose threat to quality of the environment.
Major	4	-Potential for a large loss of life -would result in significant property damage -significant threat to large businesses, local economy and tourism and/or -impact to the environment would result in a short term, partial evacuation of local residents and businesses.
Catastrophic	5	-Significant loss of life -multiple property damage to significant portion of the municipality -long term disruption of businesses, local employment, and tourism and/or -environmental damage that would result in long-term evacuation of local residents and businesses.

Overall Level of Risk & Priority

The overall risk assessment is completed by assigning probability and consequence levels to potential adverse events or scenarios due to fire and combining the two to arrive at an overall risk level. The Risk Analysis Matrix as seen in the Chart is an analytical tool that can be used for this purpose. The highest overall risk levels are located in the bottom right corner of the matrix and the lowest levels are at the top left corner. This tool also allows the analyst to rank and classify the scenarios for the purpose of prioritizing risk reduction measures.

The risk and priority levels are defined as follows:

Town of Essex - Simplified Risk Assessment

January 2019

- L = Low Risk
Priority Level 1 (L1)-manage by routine programs and procedures, maintain risk monitoring
- M = Moderate Risk
Priority Level 2 (L2)-requires specific allocation of management responsibility including monitoring and response procedures
- H = High Risk
Priority Level 3 (L3)-community threat, senior management attention needed
- E = Extreme Risk
Priority Level 4 (L4)-serious threat, detailed research and management planning required at senior levels

Risk Analysis Matrix					
RISK ANALYSIS MATRIX-Level of Risk (Priority Level)					
Probability	Consequence				
	1 (Insignificant)	2 (Minor)	3 (Moderate)	4 (Major)	5 (Catastrophic)
1 (Rare)	L (L1)	L (L1)	M (L2)	H (L3)	H (L3)
2 (Unlikely)	L (L1)	L (L1)	M (L2)	H (L3)	E (L4)
3 (Possible)	L (L1)	M (L2)	H (L3)	E (L4)	E (L4)
4 (Likely)	M (L2)	H (L3)	H (L3)	E (L4)	E (L4)
5 (Almost Certain)	H (L3)	H (L3)	E (L4)	E (L4)	E (L4)

Town of Essex - Simplified Risk Assessment

January 2019

Fire Risk Sub-model to determine Risk in your Community
Chart was obtained from the OFM Fire Risk Sub-model.

Occupancy	Major Occupancy Type	Risk Level
All Nursing Homes	Group B2	Extreme
Downtown Areas	Group C, D & E	Extreme
Storage Elevator-Seed Bean, Corn	Group F	High
Manufacturing rubber goods	F1	High
Day Care Facilities	Group A	High
Apartment Buildings	Group C	High
Restaurants	Group A	High
Detached Dwellings	Group C	Moderate
Theater Concert hall	F1	Moderate

Assessing all of Town of Essex's building stock individually for the purpose of assigning a risk level will require a large time commitment of the Department's staff over the next several years. Without a business registry to track changes in occupancy usage, risks could change without the knowledge of the Municipal Departments. To manage risk we must know the risk and where it is. When it comes to occupancy usage change, a business registry should be strongly considered as a method of monitoring occupancy usage

Town of Essex - Simplified Risk Assessment

January 2019

DEPARTMENT PROFILE

The Essex Fire & Rescue Services operates out of three Stations, with the following personnel.

- One full time Chief
- One full time Deputy Chief
- One full time Asst. Deputy Chief, Fire Inspector/Public Educator
- Sixty three Volunteer Firefighters, consisting of three District Chiefs, twelve Captains, forty-two firefighters.
- Numbers may change due to retirements. (hiring of new personnel when applicable).

ORGANIZATIONAL CHART

	Station 1 Essex	Station 2 Gesto	Station 3 Harrow
Suppression Division			
Firefighters Volunteers	21	21	21
Fire Prevention & Public Education Division			
Prevention/Public Education Chief	1.25	.25	.25
Administration, Training, and Professional Development Division			
Fire Chief	1		
Deputy Fire Chief	1		
Administrative Assistant	.5		

Note: Station Chiefs, Captains, Firefighters are volunteers

Totals Emergency responses 2015/2016/2017/2018

- 2015 – 432 Total responses
- 2016 – 410 Total responses
- 2017 – 387 Total responses
- 2018 - Total responses

Town of Essex - Simplified Risk Assessment

January 2019

Essex Fire Emergency Response Statistics

EssexFire and Rescue Emergency Incident Breakdown

Incidents	2017	2018	2017% of Total	% change from 2017-2018
Property fires/explosions	38	00	9.8%	5.6%
Rupture/no fire	1	0	0.3%	100%
Pre fire conditions/no fire	35	00	9.0%	-5.4%
Burning controlled	13	00	3.4%	-43.5%
False fire alarms	54	00	14.0%	-20.6
CO false alarms	23	00	5.9%	-8.00
Public Hazard	26	00	6.7%	36.9
Rescues	54	00	14.0%	1.9
Medicals	99	00	25.6%	10.00
Other responses	44	00	11.4%	-42.9
Total	387	000		-9.58%

Town of Essex - Simplified Risk Assessment

January 2019

2015 Essex Fire Loss Statistics

2015 Fire Loss

2015	# of Responses	\$ Loss	\$ Save
Detached Dwelling	10	\$800,200	\$314,000
Detached Garage	1	\$25,000	\$100,000
Out Buildings	1	\$25,000	\$75,000
Animal Shelter	1	\$100.00	\$75.000
Vehicle	8	\$22,600	0
Total	21	\$872,900	\$564,000

2016 Essex Fire Loss Statistics

2016 Fire Loss

2016	# of Responses	\$ Loss	\$ Save
Detached Dwelling	9	\$762,000	\$350,000
Multi-Unit Dwelling 4-6 Units	1	\$10,000	\$400,000
Attached Dwelling With Business	1	\$75,000	0
Mobile Home	4	\$140,500	0
Detached Garage	3	\$300,000	\$10,000
Miscellaneous (Trash & Rubbish, outbuilding, Deck)	4	\$75,500	\$5,000
Vehicle	10	\$215,500	0
Total	32	\$1,578,500	\$765,000

Town of Essex - Simplified Risk Assessment
January 2019

2017 Essex Fire Loss Statistics

2017 Fire Loss

2017	# of Responses	\$ Loss	\$ Save
Detached Dwelling	2	\$15,000	\$200,000
Multi-Unit Dwelling 4-6 Units	1	\$2,000	\$300,000
Barn containing equipment	2	\$40,000	\$0
Mobile Home	1	\$80,000	\$0
Detached Garage		\$100	\$8,000
Miscellaneous (Trash & Rubbish, outbuilding, Deck)	1	\$200	\$0
Vehicle	11	\$217,200	\$481,000
Daycare	1	\$750,000	\$0
Total	20	\$1,105,300	\$989,000

Town of Essex - Simplified Risk Assessment
January 2019

2018 Essex Fire Loss Statistics

2018 Fire Loss

2018	# of Responses	\$ Loss	\$ Save
Detached Dwelling	4	\$245,000	\$425,000
Multi-Unit Dwelling 2-6 Units	1	\$12,000	\$15,000
Motor Home, Camper, Trailer	1	\$2,000	\$0
Mobile Home	2	\$43,000	\$25,000
Detached Garage	2	\$255,000	\$450,000
Miscellaneous (Shed, Children's Playhouse)	2	\$20,500	\$0
Vehicle	5	\$34,000	\$18,000
Group Home	1	\$0	\$0
Total	17	\$611,500	\$933,000

Town of Essex - Simplified Risk Assessment

January 2019

Top 5 Ignition Sources of Residential Fires

1. Cooking – Be alert when cooking and keep things that can catch fire, away from cooking area.
2. Smoking – If you smoke, smoke outside, and before you throw away cigarette butts, make sure they are out.
3. Electrical – Ensure electrical cords are not running across doorways or under carpets and have a qualified electrician add more receptacle outlets so you don't have to use extension cords.
4. Appliances – Don't overload your dryer and make sure you clean the lint filter before or after each load of laundry.
5. Candle – Blow out candles when you leave a room or go to bed and keep candles at least 30cms away from anything that can burn.

Municipal Fire Fatalities and injuries

There have been no fire injuries or fire fatalities in the municipality since 2008.

Municipal Fire Loss Profile Commentary

Since amalgamation approximately ten years ago, the fire loss statistics show that there has been a fluctuation in fire losses within the municipality. The majority of fire occurrences have taken place within the Group C Residential dwelling units with a high dollar loss in Groups D&E. Common factors in these residential fires relate to the use and operation of household appliances such as dryers, air conditioners, oven and furnaces along with electrical malfunctions.

Industrial Group F fire losses have been low over the past couple of years which indicates the importance the owners have placed on fire safety. Our ability to increase the routine and mandatory inspections is a direct reflection in reducing the chances of major fire loss, injury and damage.

The "Other" occupancy classification has also been a factor in increasing fire losses and fire responses. This has been considered as part of the fire inspection, fire prevention and education plans that have been developed particularly seasonal trailer parks.

Town of Essex - Simplified Risk Assessment

January 2019

Municipal Fire Loss Profile Concerns

- The number of residential fire responses and fire losses enforces the importance of smoke alarm programs in the community. Assessing the information gathered by the surveys will continue to assist in the prevention of such fire losses.
- Proper inspections of commercial and industrial Occupancies must continue to occur with enhancing the requirements for retrofit and occupancies needing annual inspections.
- Fire Prevention Programs must cover residential home escape plans and basic fire extinguisher techniques to help reduce fire losses in those areas of the municipality with longer fire response times.
- Overall fire losses have fluctuated in all group classifications and ongoing assessments of fire responses and fire causes are to continue to create a plan to reduce this figure.

Municipalities are encouraged to compare these provincial statistics with their local fire loss statistics and profile. In the event that the municipal statistics do not provide sufficient information to determine public education and fire prevention needs and priorities, it is recommended that the provincial data form the basis for the selection and implementation of local programming and fire safety act.

PRIORITY SETTING FOR COMPLIANCE

Priority Setting Plan		
Fire Safety Priority	Status	Effectiveness, Goals/Objectives
List in order of priority	Current fire prevention / public education programs that address the fire safety priority	Existing programs adequately address the fire safety priority & ensure compliance with minimum FPPA requirements?
		If No, how would you reallocate resources and/or implement additional fire prevention or public education program / activities?

Town of Essex - Simplified Risk Assessment

January 2019

	Fire Prevention (inspection) Activities	Public Education Activities	Y/ N	Fire Prevention (Inspection) Activities	Public Education Activities
1) Residential Fires	On request and during response	- Fire prevention week - Twitter, PSA - Public Ed with Seniors and Schools	Y	- Home Inspection Program - Smoke/CO Alarm Program	- Flyers Reflecting fire incidents, home escape planning, approved safety practises
2) Industrial	Yes— routine inspections	Yes - Distribute information during inspections	Y	- Escape plans - Preplans Discuss Pt 3,4,5 OFC	- Fire extinguisher use
3) Older Downtown /Mixed Occupancies	Yes— routine inspections	- General safety information	Y	- 9.5 Retrofits inspections - Routine fire inspections	- Fire Safety Information Blitz
4) Multi-Level Residential	Yes— routine inspections	- General Safety Information	Y	Continue routine Fire Inspections as required	Distribute Fire Safety Information during Inspections
5) Vulnerable Occupancies & Seniors	Yes— routine inspections	- General Safety Information	Y	- 9.7 Retrofit inspections - Annual fire inspections & Approved Fire Drill Scenarios	- Fire Safety Plan Reviews - Safety Training for employees
6) Seasonal Occupancies	Yes— routine inspections	General PSA Deliver pamphlets to all occupancies	Y	- Smoke alarm blitz	- Escape Planning - Smoke Alarm Programs

Town of Essex - Simplified Risk Assessment

January 2019

IMPLEMENTATION STRATEGY

Program Action Plan

Alarmed for Life Program (and home escape planning)

- Current smoke alarm programs are assessed annually and are ongoing. (door to door campaign, in service surveys, FPW surveys)
- A common form is used by all 3 stations and the data is collected and entered at a central location.
- Fire Prevention Committee consisting of 1 Captain and 2 Firefighters from all stations meet approx. 6 times a year and formulate fire prevention and education activities for the department.
- Emphasis has been given to senior residences, small children, multi-unit residential buildings and seasonal campgrounds.
- Reinforcing the role of Essex Fire and Rescue firefighters in the communities they serve.

Implemented Distribution of Public Fire Safety Information

- Distribution of fire safety information is distributed at Public information days in conjunction with Canadian Tire (Spring & Fall), Home Hardware Stores, Essex Funfest, Emergency Preparedness Week, Essex County Gas & Steam Show, Harrow Fair and Fire prevention week open house at all 3 stations.
- Regularly publish Fire Prevention and Educational material in the local newspapers and social media.
- Routinely distribute Fire Prevention and Educational material to the local schools and participate in their fire safety drills and community helper program.
- Annual Fire safety talk is given to all grade 3's throughout the municipality and fire safety booklets are distributed.
- Routinely speak to local seniors groups regarding Home Fire Safety.
- Fire Safety talks and fire station tours are ongoing throughout the year. (daycares, summer schools)
- Participate in the yearly training of schools bus patrols in conjunction with the bus lines.

Suitable Fire Inspection Program

- Residential home fire inspections are conducted upon request or complaint.
- The increase from 20 to 40 Hours of the fire inspector since 2010 has enhanced our ability to conduct retrofit inspections they are completed on an annual basis or as required. Retrofit inspections are still ongoing.
- Vulnerable Occupancies have inspections, fire safety plan review and a witnessed approved fire drill scenario conducted annually. We have 16 located in the municipality

Town of Essex - Simplified Risk Assessment

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- Schools and daycares are inspected annually Continue to review fire inspector hours to ensure proper public fire safety inspections are carried.
- Fire Safety Plan reviews are conducted routinely throughout the year for required occupancies

Steps to Implement

- As recommended in the Master Fire Plan – inspect F1 and assembly occupancies as time permits
- Fire Prevention and Education activities continue to be ongoing. The demand for public education appearances, talks and tours can exhaust time for inspections.
- Continue to carry out the requirements as outlined in the Smoke Alarm Program and Public Fire Safety Information program.
- Review the program operational guidelines/ongoing assessments with the intent to improve the efficiency and operation of such programs.
- Continue the Junior Firefighter Week program with Town of Essex programs.
- The use of Twitter for PSA announcements has enhanced our public fire safety messaging and will continue to be ongoing.
- Continue messaging for FPW, Carbon Monoxide awareness week and Emergency Preparedness Week.

2015 Alarmed for Life Program Statistics 482 Residential Homes (298 Entered)

No Response (check your alarms door hanger placed on door knob)	162
Smoke alarms in compliance	245 (82%)
CO alarms in compliance	179 (60%)
Family has a home escape plan	97
Home fire safety info given to occupants	101
Smoke or CO loaner Left at residence	10
Home found to be not in compliance (alarm location, missing or dead batteries)	73 (24%)
Refused entry	22

Town of Essex - Simplified Risk Assessment

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2016 Alarmed for Life Program Statistics 327 Residential Homes (159 Entered)

No Response (check your alarms door hanger placed on door knob)	143
Smoke alarms in compliance	146 (92%)
CO alarms in compliance	89 (56%)
Family has a home escape plan	49
Home fire safety info given to occupants	69
Smoke or CO loaner Left at residence	17
Home found to be not in compliance (alarm location, missing or dead batteries)	45 (28%)
Refused entry	25

2017 Alarmed for Life Program Statistics 450 Residential Homes (230 Entered)

No Response (check your alarms door hanger placed on door knob)	191
Smoke alarms in compliance	227 (98%)
CO alarms in compliance	221 (96%)
Family has a home escape plan	59
Home fire safety info given to occupants	39
Smoke or CO loaner Left at residence	9
Home found to be not in compliance (alarm location, missing or dead batteries)	54 (23%)
Refused entry	29

2018 Alarmed for Life Program Statistics 450 Residential Homes (230 Entered)

No Response (check your alarms door hanger placed on door knob)	191
Smoke alarms in compliance	227 (98%)
CO alarms in compliance	221 (96%)
Family has a home escape plan	59
Home fire safety info given to occupants	39
Smoke or CO loaner Left at residence	9
Home found to be not in compliance (alarm location, missing or dead batteries)	54 (23%)
Refused entry	29

Town of Essex - Simplified Risk Assessment

January 2019

- All residences found to be not in compliance are left with an EFRS loaner and or are assisted in changing batteries, relocating alarms or installing new alarms to achieve compliance.
- Those homes left with a loaner are followed up by the fire prevention officer within 48 hours to ensure compliance.
- It's found in most cases alarms are simply out of date and require replacement. Smoke alarms are required to be replaced at 10 years old and Carbon Monoxide alarms as per the manufactures instructions.
- Prior to EFRS personnel leaving the residence the home is left in compliance with the Ontario Fire Code.

***EFRS Risk Assessment is annually reviewed and updated**



Report to Council

Department: Fire and Rescue Services

Date: February 04, 2019

Prepared by: Jackson Tang,
Assistant Manager, Business Services

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services-2019-003

Subject: Prime Consultant Services for New Fire Station 2

Number of Pages: 3

Recommendation(s)/Conclusion(s)

It is recommended that:

1. Community Services-2019-003 entitled "Prime Consultant Services for New Fire Station 2" **be received**; and
2. Council **approve** the awarding for the "Request for Proposal Prime Consultant Services for New Fire Station 2" to Architecttura Inc. Architects in the amount of one-hundred five thousand eight hundred thirty dollars and cents forty (\$105,830.40) including applicable taxes.

Purpose

In accordance with the Town Procurement By-Law Number 1043, Council approval is required for purchases in excess of one-hundred thousand dollars (\$100,000). This report is to seek

Council's approval to appoint a qualified consultant to provide Architectural, Engineering and Consulting Services as a Prime Consultant for the construction of a New Fire Station 2.

Background

According to the Master Fire Plan 2017-2021, the existing Fire Station 2 with its current programming does not meet the current needs. Major issues were reported with the size of the apparatus bays (length and width) which barely meet the requirements for the trucks that currently use it. Other issues include lack of a proper exhaust system in the apparatus bay area, no place to store or decontaminate personal protective equipment, no change rooms, no showers, no functional kitchen, no file storage and no proper training room. As recommended, a new fire station in a different location should be constructed. The Town of Essex purchased land in 2018 at the corner of County Road 15 and North Malden Road as per the Fire Master Plan on best location for a new Fire Station 2.

A Request for Proposal following the guidelines as set out in the Town's Procurement By-Law Number 1043 for "Prime Consultant Services for New Fire Station 2 of Town of Essex" was posted both on the Town's website and Merx, and closed on November 18, 2018 at 3:00:00 PM.

The proposals received were evaluated using a scorecard approach, taking into consideration the experience with similar projects, qualifications of key personnel, understanding of the proposal scope, quality of the proposal, project work plan, approach and methodology.

The proposal review process included a team made up of:

- Doug Sweet, Director of Community Services
- Rick Arnel, Fire Chief
- Rick Malott, Deputy Fire Chief
- Richard Beausoleil, Manager, Capital Works and Infrastructure
- John Olsen, Manager, Parks and Facilities
- Jackson Tang, Assistant Manager, Business Services

After reviewing each proposal as submitted and totaling the scores for evaluation, Architecttura Inc. Architects received the highest overall evaluation, as well as the lowest costs. In addition, they addressed all areas of the scope as identified in the request for proposal. The Town performed reference checks with municipalities who were served by Architecttura Inc. Architects and they had no issues.

Financial Impact

As per the 2018 approved capital budget, four hundred thousand dollars (\$400,000) has been allocated towards both the purchase of land and site preparation. One-hundred and fifty-three thousand dollars (\$153,000) has been paid for the purchase of land for the New Fire Station 2 and there is a remaining balance of two-hundred and forty-seven thousand dollars (\$247,000). As a result, there are sufficient funds to proceed with the works as detailed within this report by Architecttura Inc. Architects in the amount of one-hundred and five thousand, eight-hundred and thirty dollars and forty cents (\$105,830.40) including applicable taxes.

Reviewed By:

Doug Sweet, Director of Community Services	Concur
Jeffrey R. Morrison, Director of Corporate Services	Concur
Rick Arnel, Fire Chief	Concur
Rick Malott, Deputy Fire Chief	Concur
Richard Beausoleil, Manager, Capital Works and Infrastructure	Concur
John Olsen, Manager, Parks and Facilities	Concur
Kate Bailey, Manager, Finance and Business Services	Concur



Report to Council

Department: Office of the Chief Administrative Officer

Date: January 21, 2019

Prepared by: Donna E. Hunter, Chief Administrative Officer

Submitted by: Donna E. Hunter, Chief Administrative Officer

Report Number: CAO Report 2019-03

Subject: Amendments to Procedural By-Law for Delegations

Number of Pages: 5, including attachment

Recommendation(s)/Conclusion(s)

The following recommendations are provided for Council's consideration:

- 1) That CAO Report 2019-03 entitled "Amendments to Procedural By-Law for Delegations" be received; and
- 2) That By-Law Number 1784, being a By-Law to amend Section 4.1 of the Procedural By-Law (By-Law number 1681) to provide for the submission of Delegation Request Forms by 4:30 PM on the Friday immediately preceding a Regular Council Meeting in cases where the Delegation relates specifically to a matter contained in the Regular Council Meeting Agenda, receive all three readings.

Purpose

By-Laws and amendments to by-laws must be approved by Council.

Background

Currently the Procedural By-Law provides that the cut-off for receipt of Delegation Request Forms is 2:00 PM on the Tuesday preceding a Regular Council Meeting. This process works well for Delegations that are not addressing a matter contained in the Regular Council Meeting Agendas it provides for transparency and allows Administration time to research the subject area as required in order to ensure that Council has any information relevant to the subject area being addressed by the Delegation.

However, the current cut-off is not conducive to Delegations wishing to speak to a matter contained in the Regular Council Meeting Agenda. The Regular Meeting Agenda is published on the Thursday preceding a Regular Council Meeting which falls after the cut-off for submission of a Delegation Request Form. Consequently, a Delegation wishing to address Council on a matter contained in the agenda must rely on Council to acknowledge them as a Delegation at the meeting and obtain a two-thirds vote of the Council Members present to permit the Delegation to speak.

In an effort overcome this issue, By-Law 1784, which amends the Procedural By-Law (By-Law Number 1681) establishes a later cut-off, more particularly 4:30 PM on the Friday immediately preceding the date of the Regular Council Meeting, in cases where the Delegation wishes to address Council on a matter that relates specifically to a matter contained in the published Regular Council Meeting Agenda. The amending By-Law provides that the Clerk shall have the sole authority to determine if the subject matter relates specifically to a matter contained in the Regular Council Meeting Agenda for the purposes of allowing or denying a Request and further the Mayor in consultation with the CAO will still have the authority to otherwise deny such delegation requests pursuant to the circumstances described in section 4.3.4 of the Procedural By-law.

The Clerk will introduce such Delegations at the time of adopting the Published Agenda and Delegations accepted under these circumstances will still be subject to all the same restrictions as noted in the Procedural By-law for all other Delegations.

Financial Impact

There is no financial impact as a result of this report.

Link to Strategic Priorities

This report is linked to the Strategic Priority:

- Enhance communications and community engagement.

Reviewed by:

Robert Auger, Town Solicitor/Clerk, Concur

The Corporation of the Town of Essex

By-law Number 1784

Being a by-law to Amend By-law 1681 setting out Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards

Whereas Section 238 of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended, requires that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of Meetings;

And whereas By-law 1681 sets out the Rules of Procedure for conducting meetings of Council and its Committees and Boards;

And whereas Council of the Town of Essex deems it expedient to revise the procedural rules to reflect change with respect to the deadline for submitting a Delegation Request Form in a specific circumstance;

Now therefore be it resolved that Council of The Corporation of the Town of Essex enacts as follows:

1. That a new Subsection 4.3.1.1 be added as follows:

4.3.1.1 Notwithstanding Subsection 4.3.1, any person who wishes to appear before Council as a Delegation on a matter that relates specifically to a matter contained in the Regular Council Meeting Agenda shall submit a Delegation Request Form no later than 4:30 PM on the Friday immediately preceding the date of the Regular Council Meeting. The Clerk shall have the sole authority to determine if the subject matter does in fact relate specifically to a matter contained in the Regular Council Meeting Agenda for purposes of allowing or denying the Delegation and the Clerk will introduce such Delegation Request Form(s) at the time of adopting the Published Agenda.

2. That this amending By-law take effect upon on the date of its final passing.

Read a first, a second and a third time and finally passed on February 4, 2019.

Mayor

Clerk



Report to Council

Department: Corporate Services

Date: February 4, 2019

Prepared by: Jeffrey R. Morrison, CPA, CGA
Director, Corporate Services

Submitted by: Jeffrey R. Morrison, CPA, CGA
Director, Corporate Services

Report Number: Corporate Services Report 2019-01

Subject: Tax Adjustments – Section 357(1) and Section 358

Number of Pages: 6, including attachments

Recommendation(s)/Conclusion(s)

The following recommendation is provided for Council's consideration:

1. Corporate Services Report 2019-01 entitled "Tax Adjustments – Section 357(1) and Section 358" be received.

Purpose

In accordance with the Delegation of Authority By-Law 1404, the authority to write-off property taxes in accordance with Sections 357 and 358 of the Municipal Act, 2001 (the "Act") is delegated to the Director, Corporate Services / Treasurer. The communication requirement associated with this delegation of authority required that an annual report of tax write-offs in accordance with these sections of the Act be provided to Council.

Background

Section 357(1) of the Municipal Act, 2001 provides for certain instances when all or part of taxes levied on land may be cancelled, reduced or refunded. Examples of the types of events leading to tax adjustment include, reclassification of a property into a property class with a lower tax ratio, land that has become vacant excess or exempt from taxation, a building on land which has been razed by fire or demolished, etcetera.

Section 358 of the Act provides for the cancellation, reduction or refund of all or part of the property taxes levied on land for any overcharge caused by a gross or manifest error in the assessment roll that is clerical or factual in nature.

Schedules A to G attached provide details on Section 357(1) and Section 358 adjustments made in 2018 for the 2012 to 2018 assessment years. The value of these write-offs, including municipal, county and school board taxes by year are summarized below.

Assessment Year	Total Write-Off	Schedule
2018	\$11,071.00	A
2017	\$6,616.50	B
2016	\$2,708.72	C
2015	\$1,196.98	D
2014	\$1,171.02	E
2013	\$1,115.14	F
2012	\$15.06	G
Total	\$21,185.70	

Financial Impact

The municipal portion of the tax adjustments, which includes the municipal base levy, rural and urban levy, and garbage collection and disposal levy amounts to \$11,652.11.

Link to Strategic Priorities

Manage the Town's finance and human resources in a responsible manner.

Reviewed by: Donna E. Hunter, Chief Administrative Officer, Concur
Michael Woodiwiss, Tax Coordinator, Concur

Schedule A

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2018

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
RT	160-05700	\$ 29,683.00	\$ 182.60	\$ 112.76	\$ 40.23	\$ -	\$ -	\$ -	\$ 18.91	\$ 19.15	\$ -	2018-03-16	291	\$ 373.65
RT	330-02800	\$ 8,469.00	\$ 19.69	\$ 12.16	\$ 4.34	\$ -	\$ -	\$ -	\$ 2.04	\$ 2.06	\$ -	2018-09-13	110	\$ 40.30
RT	240-00100	\$ 9,000.00	\$ 66.78	\$ 41.24	\$ 14.71	\$ -	\$ -	\$ -	\$ 6.92	\$ 7.00	\$ -	2018-01-15	351	\$ 136.65
RT	250-02900	\$ 24,829.00	\$ 64.04	\$ 39.54	\$ -	\$ -	\$ -	\$ 14.11	\$ 6.63	\$ 6.71	\$ -	2018-09-01	122	\$ 131.03
CTN	580-01700	\$ 27,600.00	\$ 104.17	\$ 64.32	\$ 92.65	\$ 54.07	\$ 2.15	\$ 16.36	\$ 2.42	\$ 10.93	\$ -	2018-07-20	165	\$ 347.07
RT	580-01700	\$ (27,614.00)	\$ (96.32)	\$ (59.48)	\$ (21.22)	\$ -	\$ -	\$ -	\$ (2.23)	\$ (10.10)	\$ -	2018-07-20	165	\$ (189.36)
RT	640-03900	\$ 51,926.00	\$ 82.33	\$ 50.84	\$ 18.14	\$ -	\$ -	\$ -	\$ 1.91	\$ 8.63	\$ -	2018-10-18	75	\$ 161.85
FT	680-02600	\$ 18,802.00	\$ 7.55	\$ 4.66	\$ 1.66	\$ -	\$ -	\$ -	\$ 0.18	\$ -	\$ -	2018-10-17	76	\$ 14.05
FT	740-03300	\$ (5,950.00)	\$ (11.48)	\$ (7.09)	\$ (2.53)	\$ -	\$ -	\$ -	\$ (0.27)	\$ -	\$ -	2017-01-01	365	\$ (21.36)
RT	440-00600	\$ 10,748.00	\$ 82.93	\$ 51.21	\$ 18.27	\$ -	\$ -	\$ -	\$ 1.92	\$ 8.70	\$ -	2017-01-01	365	\$ 163.04
RT	640-09500	\$ 34,318.00	\$ 264.80	\$ 163.53	\$ 58.34	\$ -	\$ -	\$ -	\$ 6.14	\$ 27.76	\$ -	2018-01-01	365	\$ 520.57
RT	670-33700	\$ 47,449.00	\$ 366.12	\$ 226.09	\$ 80.66	\$ -	\$ -	\$ -	\$ 8.49	\$ 38.39	\$ -	2018-01-01	365	\$ 719.75
RT	740-03300	\$ 76,950.00	\$ 593.75	\$ 366.67	\$ 130.82	\$ -	\$ -	\$ -	\$ 13.77	\$ 62.25	\$ -	2018-01-01	365	\$ 1,167.25
FT	680-03100	\$ 545.00	\$ 0.85	\$ 0.52	\$ 0.19	\$ -	\$ -	\$ -	\$ 0.02	\$ -	\$ -	2018-03-13	294	\$ 1.58
RT	560-07000	\$ 19,403.00	\$ 102.95	\$ 63.58	\$ 22.68	\$ -	\$ -	\$ -	\$ 2.39	\$ 10.79	\$ -	2018-04-25	251	\$ 202.40
RT	610-07700	\$ 155,010.00	\$ 917.52	\$ 566.61	\$ 202.15	\$ -	\$ -	\$ -	\$ 21.29	\$ 96.20	\$ -	2018-03-27	280	\$ 1,803.77
RT	630-04400	\$ 23,143.00	\$ 178.57	\$ 110.28	\$ 39.34	\$ -	\$ -	\$ -	\$ 4.14	\$ 18.72	\$ -	2018-01-01	365	\$ 351.06
RT	650-10200	\$ 14,500.00	\$ 111.88	\$ 69.09	\$ 24.65	\$ -	\$ -	\$ -	\$ 2.60	\$ 11.73	\$ -	2018-01-01	365	\$ 219.95
RT	660-03900	\$ 145,116.00	\$ 763.86	\$ 471.72	\$ 168.29	\$ -	\$ -	\$ -	\$ 17.72	\$ 80.09	\$ -	2018-04-27	249	\$ 1,501.68
RT	660-05500	\$ 132,119.00	\$ 307.23	\$ 189.73	\$ 67.69	\$ -	\$ -	\$ -	\$ 7.13	\$ 32.21	\$ -	2018-09-13	110	\$ 603.98
RT	670-20900	\$ 132,000.00	\$ 390.66	\$ 241.25	\$ 86.07	\$ -	\$ -	\$ -	\$ 9.06	\$ 40.96	\$ -	2018-08-14	140	\$ 768.01
RT	680-03100	\$ 2,240.00	\$ 13.92	\$ 8.60	\$ 3.07	\$ -	\$ -	\$ -	\$ 0.32	\$ 1.46	\$ -	2018-03-13	294	\$ 27.37
RT	660-19430	\$ 90,900.00	\$ 701.38	\$ 433.14	\$ 154.53	\$ -	\$ -	\$ -	\$ 16.27	\$ 73.54	\$ -	2018-01-01	365	\$ 1,378.86
CTN	920-12800	\$ 8,000.00	\$ 17.75	\$ 10.96	\$ 15.78	\$ 9.21	\$ 0.37	\$ 2.79	\$ 1.84	\$ -	\$ -	2017-09-26	97	\$ 58.70
RT	910-11300	\$ (3,200.00)	\$ (24.69)	\$ (15.25)	\$ -	\$ (5.44)	\$ -	\$ -	\$ (2.56)	\$ (2.59)	\$ -	2017-01-01	365	\$ (50.52)
RT	950-01700	\$ 87,500.00	\$ 312.60	\$ 193.05	\$ 68.87	\$ -	\$ -	\$ -	\$ 32.37	\$ 32.78	\$ -	2018-07-16	169	\$ 639.67
Total	0	\$ 1,113,486.00	\$ 5,521.45	\$ 3,409.74	\$ 1,289.40	\$ 57.84	\$ 2.51	\$ 33.26	\$ 179.42	\$ 577.38	\$ -			\$ 11,071.00

Schedule B

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2017

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
CXN	310-00300	\$ (226,592.00)	\$ (768.14)	\$ (476.74)	\$ (716.30)	\$ (416.89)	\$ (15.82)	\$ (121.53)	\$ (81.11)	\$ -	\$ (147.23)	2017-03-16	291	\$ (2,743.75)
CTN	010-01300	\$ (143,652.00)	\$ (505.81)	\$ (313.96)	\$ (472.27)	\$ (274.86)	\$ (10.43)	\$ (80.13)	\$ (53.45)	\$ -	\$ (105.41)	2017-07-28	157	\$ (1,816.32)
CTN	310-00300	\$ 189,322.00	\$ 1,235.59	\$ 766.92	\$ 1,153.65	\$ 671.43	\$ 25.48	\$ 195.73	\$ 130.56	\$ 132.07	\$ 257.50	2017-07-28	291	\$ 4,568.92
ITN	010-01300	\$ 144,900.00	\$ 915.89	\$ 568.48	\$ 488.43	\$ 284.26	\$ 10.79	\$ 82.87	\$ 96.79	\$ -	\$ 106.33	2017-07-28	157	\$ 2,553.84
CXN	140-00700	\$ (110,649.00)	\$ (41.25)	\$ (25.60)	\$ (38.47)	\$ (22.39)	\$ (0.85)	\$ (6.53)	\$ (4.36)	\$ -	\$ (7.91)	2017-11-30	32	\$ (147.34)
RT	140-00700	\$ 140,000.00	\$ 92.85	\$ 57.64	\$ 21.97	\$ -	\$ -	\$ -	\$ 9.81	\$ 9.93	\$ -	2017-11-30	32	\$ 192.20
RT	660-19430	\$ 87,350.00	\$ 660.80	\$ 410.20	\$ 156.36	\$ -	\$ -	\$ -	\$ 15.64	\$ 70.67	\$ -	2017-01-01	365	\$ 1,313.66
FT	740-03300	\$ (5,825.00)	\$ (11.02)	\$ (6.84)	\$ (2.61)	\$ -	\$ -	\$ -	\$ (0.26)	\$ -	\$ -	2017-01-01	365	\$ (20.73)
RT	440-00600	\$ 10,122.00	\$ 76.57	\$ 47.53	\$ 18.12	\$ -	\$ -	\$ -	\$ 1.81	\$ 8.19	\$ -	2017-01-01	365	\$ 152.22
RT	630-04400	\$ 22,714.00	\$ 48.96	\$ 30.39	\$ 11.58	\$ -	\$ -	\$ -	\$ 1.16	\$ 5.24	\$ -	2017-09-19	104	\$ 97.33
RT	650-10200	\$ 12,750.00	\$ 17.97	\$ 11.15	\$ 4.25	\$ -	\$ -	\$ -	\$ 0.43	\$ 1.92	\$ -	2017-10-25	68	\$ 35.72
RT	640-06000	\$ 97,000.00	\$ 492.55	\$ 305.75	\$ 116.55	\$ -	\$ -	\$ -	\$ 11.65	\$ 52.67	\$ -	2017-05-01	245	\$ 979.18
RT	640-09500	\$ 33,477.00	\$ 127.67	\$ 79.25	\$ 30.21	\$ -	\$ -	\$ -	\$ 3.02	\$ 13.65	\$ -	2017-07-01	184	\$ 253.80
RT	670-33700	\$ 46,674.00	\$ 50.30	\$ 31.23	\$ 11.90	\$ -	\$ -	\$ -	\$ 1.19	\$ 5.38	\$ -	2017-11-10	52	\$ 100.00
RT	740-03300	\$ 73,825.00	\$ 558.49	\$ 346.68	\$ 132.15	\$ -	\$ -	\$ -	\$ 13.21	\$ 59.72	\$ -	2017-01-01	365	\$ 1,110.25
RT	910-11300	\$ (3,200.00)	\$ (6.04)	\$ (3.75)	\$ -	\$ (1.43)	\$ -	\$ -	\$ (0.64)	\$ (0.65)	\$ -	2017-10-02	91	\$ (12.49)
Total		\$ 368,216.00	\$ 2,945.40	\$ 1,828.35	\$ 915.51	\$ 240.12	\$ 9.17	\$ 70.41	\$ 145.46	\$ 358.80	\$ 103.28			\$ 6,616.50

Schedule C

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2016

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
FT	740-03300	\$ (5,700.00)	\$ (10.45)	\$ (6.58)	\$ (2.68)	\$ -	\$ -	\$ -	\$ (0.20)	\$ -	\$ -	2016-01-01	366	\$ (19.92)
RT	640-06000	\$ 40,000.00	\$ 220.51	\$ 138.82	\$ 56.50	\$ -	\$ -	\$ -	\$ 4.21	\$ 24.31	\$ -	2016-04-01	275	\$ 444.36
RT	740-03300	\$ 70,700.00	\$ 518.73	\$ 326.56	\$ 132.92	\$ -	\$ -	\$ -	\$ 9.90	\$ 57.20	\$ -	2016-01-01	366	\$ 1,045.30
RT	660-19430	\$ 83,800.00	\$ 614.84	\$ 387.07	\$ 157.54	\$ -	\$ -	\$ -	\$ 11.73	\$ 67.79	\$ -	2016-01-01	366	\$ 1,238.98
Total		\$ 188,800.00	\$ 1,343.62	\$ 845.87	\$ 344.28	\$ -	\$ -	\$ -	\$ 25.64	\$ 149.30	\$ -			\$ 2,708.72

Schedule D

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2015

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
RT	660-19430	\$ 82,075.00	\$ 593.48	\$ 372.37	\$ 160.05	\$ -	\$ -	\$ -	\$ 8.29	\$ 62.79	\$ -	2015-01-01	365	\$ 1,196.98
Total		\$ 82,075.00	\$ 593.48	\$ 372.37	\$ 160.05	\$ -	\$ -	\$ -	\$ 8.29	\$ 62.79	\$ -			\$ 1,196.98

Schedule E

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2014

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
RT	660-19430	\$ 80,350.00	\$ 578.84	\$ 359.33	\$ 163.11	\$ -	\$ -	\$ -	\$ 8.20	\$ 61.55	\$ -	2014-01-01	365	\$ 1,171.02
Total		\$ 80,350.00	\$ 578.84	\$ 359.33	\$ 163.11	\$ -	\$ -	\$ -	\$ 8.20	\$ 61.55	\$ -			\$ 1,171.02

Schedule F

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2013

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
RT	660-19430	\$ 78,625.00	\$ 539.29	\$ 345.40	\$ 166.69	\$ -	\$ -	\$ -	\$ 8.02	\$ 55.75	\$ -	2013-01-01	365	\$ 1,115.14
Total		\$ 78,625.00	\$ 539.29	\$ 345.40	\$ 166.69	\$ -	\$ -	\$ -	\$ 8.02	\$ 55.75	\$ -			\$ 1,115.14

Schedule G

Town of Essex

Tax Adjustments under Section 357(1) and 358 of the Municipal Act, 2001 for 2012

Class	Roll Number	Current Value Assessment	Municipal	County	Education - English Public	Education - English Separate	Education - French Public	Education - French Separate	Urban/Rural Levy	Garbage Levy	BIA Levy	Date	Number of Days	Total
RT	660-19430	\$ 4,900.00	\$ 7.11	\$ 4.66	\$ 2.40	\$ -	\$ -	\$ -	\$ 0.12	\$ 0.78	\$ -	2012-10-12	81	\$ 15.06
Total		\$ 4,900.00	\$ 7.11	\$ 4.66	\$ 2.40	\$ -	\$ -	\$ -	\$ 0.12	\$ 0.78	\$ -		-	\$ 15.06



Report to Council

Department: Communications
Date: February 4, 2019
Prepared by: Alex Denonville, Manager, Communications
Submitted by: Donna Hunter, Chief Administrative Officer
Report Number: Communications Report 2019-01
Subject: 2018 Communications Summary
Number of Pages: 7

Recommendation(s)/Conclusion(s)

It is recommended that this report **be received** as information.

Purpose

To update Council on communication activities in 2018.

Background

The Town of Essex and its departments continue to improve both internal and external communications. As identified by Council and Administration in the Strategic Plan 2016-2019, the Town is dedicated to enhancing communications and community engagement.

This report is a brief summary of the digital and print communications produced and distributed in 2018. Please note, this report does not include statistics from the dedicated TourismEssex.ca website, YouTube, or Instagram account.

Website

The Essex.ca website is the main destination for residents seeking additional information on the Town's programs and projects. 2018 saw the implementation of short URL links, 39 in total, with the aim to reduce the

amount of time it takes users to find information (e.g. Essex.ca/Alerts leads directly to the Essex Resident Alert system page). This may be reflected in the Pages/Session measure, which shows a slight reduction in the number of pages viewed per session. It will be a continued goal to reduce the number of pages users must visit to reach their desired information.

Below is a breakdown of traffic to Essex.ca:

Analytic	2017	2018
Page Views	245, 221	249,672
Sessions	104,391	112,615
Users	51,792	56,694
Pages/Session	2.35	2.22

Below is a breakdown of the top five sources of 2018 traffic coming from other sites. "Direct" refers to users who go directly to essex.ca and bypass search engines or social media channels. The statistic is presented as a percentage of total sessions:

Source	Percentage of Users
Google	52.47
Direct	27.16
Bing	8.37
Facebook (including mobile)	3.23
Yahoo	1.13

Below is a breakdown of the most visited pages on the Essex.ca website.

Page	Number of Page Views
Home page (essex.ca)	64,934
Employment	15,266
2018 Election (not including microsite)	8,840
Recreation Guide	7,830
Town Hall/Contact Us	6,574
Dog Pound	4,918
Council Calendar	2,868
Community Calendar	2,804

Social Media

Social media continues to be a significant and important venue for citizens to access information and stay apprised of Town news. 2018 saw an increased investment in social media advertising for both corporate and tourism-based campaigns.

Facebook

The Town's Facebook page has the highest number of followers of any of the Town's social media accounts, and it showed significant growth in 2018. The account started the year with 1,832 likes and finished with 3,092, a nearly 60 per cent increase. Increased attention has also been directed towards posting images along with post content, which contributes to greater engagement.

Below is a summary of relevant statistics from the Town's 2018 Facebook page performance.

Analytic	Total
Total Number of Posts	1,015
Total Reach (91% organic, 9% paid)	1,325,585
Total Impressions (87% organic, 13% paid)	2,131,145
Average Organic Reach Per Post 2018	2,630
Average Organic Reach Per Post 2017	1,341
Average Paid Reach Per Post 2018	5,784
Average Paid Reach Per Post 2017	589

Twitter

The Town's Twitter page has also seen significant growth and increased engagement. The account started the year with 1,625 follows and finished with 2,198 followers, a nearly 35 per cent increase. Below is a summary of relevant statistics from the Town's Twitter page performance.

Analytic	Total
Total Number of Tweets	1,189
Average Monthly Impressions 2018	3,270
Average Monthly Impressions 2017	1,638

Essex Fire & Rescue Services also hosts their own Twitter account which posts relevant emergency preparedness and fire safety information. The account is administered by the Fire Chief and fire administration. Below is a summary of the Essex Fire & Rescue Twitter page performance.

Analytic	Total
Total Number of Tweets	184
New Followers	297 (15% increase)
Average Monthly Impressions in 2018	1,410

YouTube

The use of video in communications has increased as social networks, such as Facebook, favour multimedia content. To adapt to that trend, video has also become a more regular part of the Town's media campaigns. In particular, 2018 saw video used to promote tourism as well as the local firefighter recruitment campaign. Recorded Council meetings continue to be the main video content produced and distributed by the Town. Below is a summary of relevant statistics from the Town's corporate YouTube account.

Analytic	Total
Total Watch Time	46,600 minutes
Total Views	4,100 views
New Subscribers	34
Total Subscribers in 2018	100

Online Forms

In an effort to improve efficiency and reduce the use of paper, the Town has increased the use of online forms to facilitate community engagement as well as the internal flow of information within the corporation. Form submissions can produce spreadsheets, increasing the ability to manipulate and summarize data.

Below is a list of some of the forms introduced and used in 2018.

Project	Total Number of Submissions
Arts Excellence Awards	30
Colchester Park Naming	44
E-billing Registration Form	90

Backflow Report Form	5
Essex Fire Recruitment	135
Budget Survey	137
Committee Applications	42
Retail Cannabis Survey	1,110

Digital Signage

The Town also uses electronic indoor and outdoor signage at recreation and community facilities. Digital signs are produced in-house and are typically paired with ongoing media campaigns which include the other forms of communications provided in this report.

Media Releases and Advisories

Local media continue to play an important role in conveying information to citizens. The Town dedicates a majority of its advertising budget to the community's two newspapers of record, The Essex Free Press and The Harrow News.

Outside of paid advertising, the Town also issues regular media releases and media advisories to a dedicated list of local media. Most media releases are also posted as news items on the Town's corporate website. Media advisories are typically used to inform local media of an upcoming event which may garner news coverage. Notices are typically shorter informational items posted directly to the corporate website.

Below is a summary of the number of media releases, advisories, and notices distributed in 2018.

Format	Total Number
Media Releases	71
Media Advisories	15
Notices	35

Print Products

While much of the Town's communications are dedicated to the digital space, print products are still an important piece in ensuring citizens get timely and accurate information. The Town works in-house and with outside vendors to

produce print products. Below is a short description of the print products the Town released in 2018.

Recreation Guide

The Town prints approximately 15,000 copies of the Recreation Guide three times per year. Lead by the Recreation Department, most of the content promotes the Town's various recreational programs and events. Recreation Guides are distributed as an insert in The Essex Free Press, as well as through unaddressed ad mail to all residences in the Town not covered by the Free Press' distribution area.

Tax Notices

The Town works with an outside vendor to print and distribute tax notices and informational inserts to property owners. The Town distributed approximately 9,000 tax inserts in two runs last year. The tax inserts include important information about upcoming programs and projects happening in Town.

Posters, brochures, and other print products

The Town also produces a number of one-off promotional brochures and campaign-specific posters. Promotional brochures include: Tourism, Legacy Tree program, Memorial Bench program, and Communities in Bloom.

Dedicated multimedia campaigns may also include the in-house or contracted production of promotional posters. In 2018, dedicated promotional posters included: Colchester Family Fun event, Essex Firefighter recruitment, Essex Alerts awareness, Election 2018, Heritage Week, Family Day events, and Holiday Recreation.

Campaigns

The Town conducted a number of significant communications campaigns which employed the range of multimedia tools available. Below is a summary of some of the 2018 campaigns and the tools which were used:

- Firefighter Recruitment campaign designed to attract potential firefighters to serve with Essex Fire & Rescue Services. Campaign included:
 - A dedicated web page with friendly URL, custom online firefighter application form, in-house photography, custom designed and

printed poster, Web and facility banners, in-house videography and production of four videos, media releases promoting recruitment events, and a social media campaign.

- Heritage Week campaign designed to promote awareness of local heritage and draw traffic to the week's events. Campaign included:
 - A dedicated web page with friendly URL, custom designed and printed poster, Web and facility banners, media releases promoting heritage events, production of children's colouring book distributed to local schools (spearheaded by the Planning Department), three-week social media campaign.
- Essex Alerts campaign designed to encourage resident registration and awareness of the system. Campaign included:
 - Dedicated web page with friendly URL, custom designed and printed poster and ¼ page handouts, Web and facility banners, media releases promoting system testing, two-month social media campaign.

Summary

This report summarizes and provides some detail on the communication efforts conducted by the Town in 2018. The Town continues to search for new ways to inform citizens and facilitate the two-way flow of information.

Financial Impact

N/A

Link to Strategic Priorities

1. Enhance communications and community engagement.

Reviewed by:

Donna Hunter, Chief Administrative Officer, concurs

From: "Tiessen, Jana" <Jana.Tiessen@mpac.ca>

To: "Auger, Robert" <rauger@essex.ca>

Cc: "Pringle, Tracy" <Tracy.Pringle@mpac.ca>

Subject: CORRESPONDENCE ITEM FOR COUNCIL RE: MPAC 2018 YEAR END ASSESSMENT REPORT

Good morning,

As a follow up to the attached memo of December 14, 2018, from our Vice-President, Carla Y. Nell, I have attached MPAC's 2018 Year-End Assessment Report which includes two municipal level assessment snapshots unique to your municipality. As key municipal staff have had an opportunity to review this document, we now request that you please share this document with your municipal Council as an informational correspondence item.

This report provides a high-level summary of MPAC's 2018 activities that are of interest to the municipal sector and will assist your council to understand changes in the municipality's assessment base to inform ongoing budget and tax policy planning.

We value building customer and municipal relationships and look forward to working with your municipality this year, as we remain committed to continuously improving our service.

Please contact Tracy Pringle at 519-992-1745, Tracy.Pringle@mpac.ca if you should have any questions or concerns.

Happy New Year!

Regards,

Jana

Jana Tiessen

Municipal & Stakeholders Relations

MPAC-Windsor/Essex Office

Serving Windsor/Essex & Lambton County

1695 Manning Road, Unit 195

Tecumseh, On

N8N 2L9

Phone: 226-216-0601

Fax: 519-739-6113

To improve operational efficiencies and enhance service delivery to your municipality, please utilize the following for your submissions and/or enquiries:

apportionments@mpac.ca – Severances/Consolidations, MPlans, Condos, Legal, Site, Mapping, Roll Deletion/Creation

cpf@mpac.ca – Ownership, Mailing and Civic Addresses

lpuconsents@mpac.ca – Notice of Decision / Consent Applications

dpubp@mpac.ca – Building Permit Excel File

MR26Enquiry@mpac.ca - Lambton County – all other general enquiries

MR27Enquiry@mpac.ca – Windsor/Essex – all other general enquiries



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

December 14, 2018

To: Chief Administrative Officers, Chief Financial Officers, Clerks,
Treasurers and Tax Administrators

From: Carla Y. Nell, Vice President, Municipal and Stakeholder Relations

Subject: 2018 Year-End Assessment Report

As part of our continued commitment to stakeholder engagement and information sharing with our municipal partners, we have prepared the attached **2018 Year-End Assessment Report**, which will be of interest to both municipal administration and elected officials. This report provides a high-level summary of MPAC's 2018 activities that are relevant to the municipal sector, and also two municipal level snapshots of the assessment changes unique to your municipality.

This report will also be provided to Municipal Clerks for submission to municipal councils in January 2019. In the interim, I encourage you to review the report and share any questions with your MPAC Municipal and Stakeholder Relations Regional Manager and/or Account Manager.

Happy Holidays,

A handwritten signature in dark ink, appearing to read "C. Nell", is placed above the printed name.

Carla Y. Nell
Vice-President, Municipal and Stakeholder Relations

Attachments

Copy Regional and Account Managers

APPENDIX 1

Assessment Change Summary by Property Class Town of Essex

The following chart provides a comparison of the total assessment for the 2016 base years, as well as a comparison of the assessment change for 2018 and 2019 property tax year by property class.

Property Class/Realty Tax Class	2016 Full CVA	2018 Phased-in CVA	2019 Phased-in CVA	Percent Change 2018 to 2019
R Residential	1,595,577,409	1,523,698,831	1,559,638,122	2.4%
M Multi-Residential	11,259,600	10,295,100	10,777,350	4.7%
C Commercial	105,704,105	100,784,390	103,244,246	2.4%
S Shopping Centre	928,300	717,150	822,725	14.7%
G Parking Lot	254,000	249,148	251,574	1.0%
X Commercial (New Construction)	19,780,500	19,387,176	19,583,838	1.0%
I Industrial	11,681,000	11,172,418	11,426,709	2.3%
L Large Industrial	11,329,000	11,329,000	11,329,000	0.0%
J Industrial (New Construction)	13,266,100	12,216,692	12,741,396	4.3%
K Large Industrial (New Construction)	6,602,000	6,602,000	6,602,000	0.0%
P Pipeline	10,484,000	10,121,501	10,302,751	1.8%
F Farm	342,654,795	314,662,953	328,658,887	4.4%
T Managed Forests	2,551,000	2,337,713	2,444,357	4.6%
(PIL) R Residential	6,032,900	5,604,431	5,818,665	3.8%
(PIL) C Commercial	14,349,600	13,496,042	13,922,822	3.2%
(PIL) H Landfill	2,135,700	1,952,063	2,043,882	4.7%
E Exempt	98,470,200	95,795,495	97,132,848	1.4%
TOTAL	2,253,060,209	2,140,422,103	2,196,741,172	2.6%



APPENDIX 2

Assessment Base Distribution Summary by Property Class

Town of Essex

The following chart provides a comparison of the distribution of the total assessment for the 2016 base year, and the 2018 and 2019 phased-in assessment which includes the percentage of the total assessment base by property class.

Property Class/Realty Tax Class	2016 Full CVA	Percentage of Total 2016 CVA	2018 Phased-in CVA	Percentage of Total 2018 CVA	2019 Phased-in CVA	Percentage of Total 2019 CVA
R Residential	1,595,577,409	70.8%	1,523,698,831	71.2%	1,559,638,122	71.0%
M Multi-Residential	11,259,600	0.5%	10,295,100	0.5%	10,777,350	0.5%
C Commercial	105,704,105	4.7%	100,784,390	4.7%	103,244,246	4.7%
S Shopping Centre	928,300	0.0%	717,150	0.0%	822,725	0.0%
G Parking Lot	254,000	0.0%	249,148	0.0%	251,574	0.0%
X Commercial (New Construction)	19,780,500	0.9%	19,387,176	0.9%	19,583,838	0.9%
I Industrial	11,681,000	0.5%	11,172,418	0.5%	11,426,709	0.5%
L Large Industrial	11,329,000	0.5%	11,329,000	0.5%	11,329,000	0.5%
J Industrial (New Construction)	13,266,100	0.6%	12,216,692	0.6%	12,741,396	0.6%
K Large Industrial (New Construction)	6,602,000	0.3%	6,602,000	0.3%	6,602,000	0.3%
P Pipeline	10,484,000	0.5%	10,121,501	0.5%	10,302,751	0.5%
F Farm	342,654,795	15.2%	314,662,953	14.7%	328,658,887	15.0%
T Managed Forests	2,551,000	0.1%	2,337,713	0.1%	2,444,357	0.1%
(PIL) R Residential	6,032,900	0.3%	5,604,431	0.3%	5,818,665	0.3%
(PIL) C Commercial	14,349,600	0.6%	13,496,042	0.6%	13,922,822	0.6%
(PIL) H Landfill	2,135,700	0.1%	1,952,063	0.1%	2,043,882	0.1%
E Exempt	98,470,200	4.4%	95,795,495	4.5%	97,132,848	4.4%
TOTAL	2,253,060,209	100%	2,140,422,103	100%	2,196,741,172	100%



2018 YEAR-END ASSESSMENT REPORT FOR THE 2019 TAX YEAR

AS OF DECEMBER 2018



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

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About MPAC

MPAC stands for Municipal Property Assessment Corporation, and the MPAC team is made up of assessment experts who understand local communities and assess every property in Ontario. Our assessments provide the very foundation that municipalities use to base the property taxes needed to pay for the services we use every day.

As an independent, not-for-profit corporation, our assessments follow the *Assessment Act* and other legislation and regulations set by the Government of Ontario. We also have a Board of Directors made up of provincial, municipal and taxpayer representatives.

MPAC's expertise is in property assessment, customer service and technology. It is these components of MPAC's work that make our contribution to Ontario so valuable.

Learn more at:



mpac.ca

MPAC is responsible for assessing more than 5 million properties in Ontario, of all types (residential, business and farms), representing \$2.78 trillion in property value. We take property assessment seriously because it's the part we play in helping to make the communities we all live in stronger.



Introduction

Ontario municipalities rely on MPAC to provide expert opinions on the value of properties in our communities. We understand that turning these opinions into assessments goes beyond the determination of values. The work we do includes producing the products and services you require to understand, maintain and support your assessment base, such as property data, phase-in, classification, new assessment and appeals. The **2018 Year-End Assessment Report** provides an update on these items.

The Property Assessment Cycle in Ontario

We update the assessment of every property in Ontario every four years to capture changes to properties and the real estate market.

While the effective valuation date of January 1, 2016 remains constant during the four-year cycle, we are responsible for providing an updated annual Assessment Roll to each municipality that includes:

- **Changes to property ownership**
- **Changes to state and condition of a property**
- **Updates to the assessed value and classification**
 - New construction, demolitions and consolidations
 - Requests for Reconsideration (RfR) and Assessment Review Board (ARB) decisions

In advance of the 2019 property tax year, we delivered more than 800,000 Property Assessment Notices to property owners across Ontario where there was a change in property ownership or value. Your municipality also recently received the **2018 Assessment Roll for the 2019 property tax year** and the electronic **Year-End Tax File**. This file includes the updates we made during 2018 to keep your Roll current.

Purpose of This Report

We have prepared this report to assist you in understanding changes in your assessment base to inform ongoing budget and tax policy planning. The report also provides an update on the work we have undertaken over the course of 2018 to deliver an updated and stable Assessment Roll.

In addition, the report shares our plan for the next Assessment Update in 2020, which will provide property values for the 2021–2024 property tax years.

Attached to this report are two municipal-level assessment snapshots:

1. Assessment Change Summary

Provides the updated 2016 current value assessment (destination) and a comparison of the phased-in assessments for the 2018 and 2019 tax years

2. Assessment Base Distribution

Compares the distribution of the total 2018 and 2019 phased-in assessments and includes the percentage of the total assessment base by property class

Responsible for
assessing and
classifying more than

5 MILLION

properties in Ontario

Representing

\$2.78T

in property value

We delivered
more than

800,000

Property
Assessment
Notices

2018 Highlights

Our assessments support the collection of nearly **\$20 billion in municipal taxes annually**. We understand how important our work is to you, which is why we offer a range of services that enables you to understand and employ those values. No two assessment bases are the same. As such, we understand the need to share insights and develop understanding with all municipalities about how markets and communities are changing.

Maintaining Your Annual Assessment Roll

Having accurate and timely data is critical to the assessment process. Throughout the year, we complete regular quality control processes. Specifically, we review assessments and property classification changes received through:

- Building permits
- Vacancy applications
- Tax applications
- Subdivision plans

This ensures information is both current and accurate. This ongoing assessment work provides confidence that the information in your Assessment Roll is reliable and ready to support your budget and tax planning.

New Assessment

In 2018, we delivered more than \$38 billion in new assessment to municipalities across the province. We successfully processed more than 85% of this new assessment within one year of occupancy. Timely processing of new assessment from new

construction or additions to existing property and accurate forecasting of new assessment were identified as key municipal priorities and are included in our Service Level Agreement with municipalities.

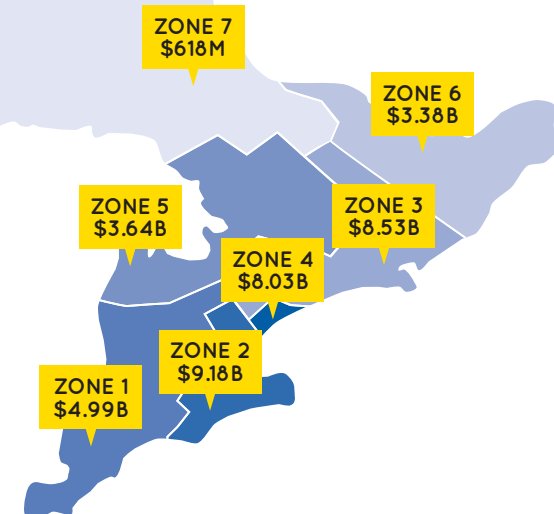
New Assessment Forecasting

A significant change in 2018 was the presentation of the quarterly new assessment forecast and our commitment to capture a minimum of 85% of all new assessment within one year of occupancy, based on availability of information from your municipality.

The other important change in 2018 came from you, our municipal partners.

This year, we started delivering new assessment progress reports on a quarterly basis to support ongoing dialogue between MPAC and municipalities about current and future growth trends and to provide a better sense of future taxable amounts.

2018 NEW ASSESSMENT BY ZONE



We delivered more than **\$38 billion** in new assessment to municipalities across the province

From January 1 to October 31, 2018,
MPAC completed a total of 27,917
Requests for Reconsideration

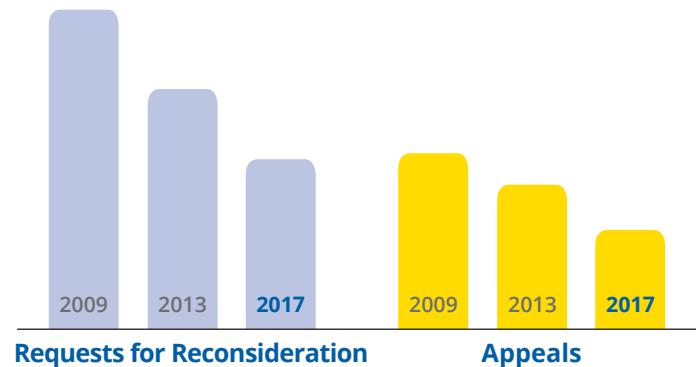
Requests for Reconsideration and Appeals

Another important activity we continue to work on throughout the four-year assessment cycle is responding to and processing assessment changes because of Requests for Reconsideration (RfR) and **Assessment Review Board (ARB)** appeal outcomes. This information is applied to your Assessment Roll throughout the year as part of our ongoing efforts to maintain and deliver stable Assessment Rolls.

We continue to work closely with the ARB and other parties, providing impartial, expert opinions to support the appeal process.

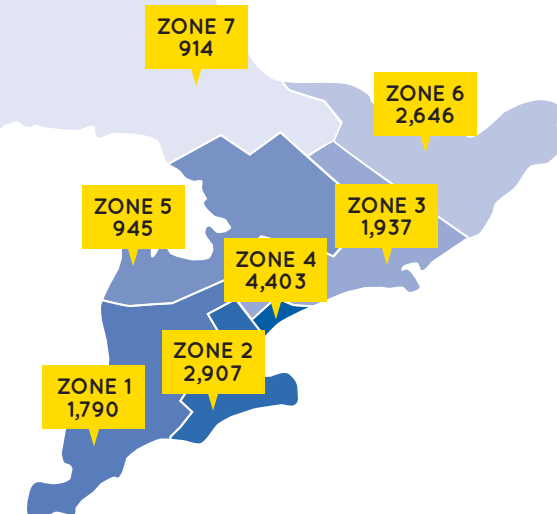
We have seen a steady decrease in the number of RfRs and appeals; since 2009 the number of RfRs filed has decreased by 50% and the number of appeals has decreased by 40%.

We will continue to work with the ARB and other parties to improve the efficiency and effectiveness of the appeals process, with the goal of reducing the time to resolve appeals.



2009, 2013 and 2017 represent the first tax year of the last three Assessment Updates, when the majority of appeals are filed.

2018 TOTAL NUMBER OF COMPLETED APPEALS BY ZONE



We have seen a steady decrease in the number of RfRs and appeals since 2009

Service Level Agreement (SLA)

The service levels in the SLA represent the most important MPAC deliverables as identified by you, our municipal partners. The SLA itself defines high performance standards in key service areas; outlines the roles, responsibilities and dependencies of both parties – reinforcing our shared accountability.

We implemented the SLA in 2017, and the end of 2018 marks a full year of measuring against these service levels.

In 2018, we also launched the SLA Reporting Tool in Municipal Connect to offer an at-a-glance snapshot to guide discussions around SLA objectives, help improve service delivery and promote shared accountability. At the end of our first year, MPAC is happy to report that we have met 96% of all service levels and have worked closely with municipalities, including remedial action, when service levels have not been met.

We have met
96%
of all service levels



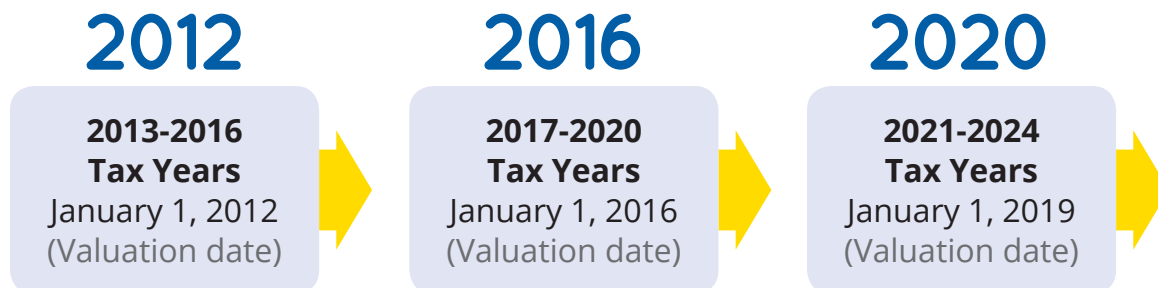
Looking Ahead to the Next Assessment Update

A key change leading up to the **2020 Assessment Update** is the new valuation date of January 1, 2019, passed into legislation by the Province of Ontario. This is two years in advance of the first tax year to which the Assessment Update will apply. In the previous Assessment Update, the valuation date preceded the first tax year by one year.

The four-year phase-in program remains in place, meaning values will be effective for the 2021 to 2024 property tax years. As in the past, all assessment increases are phased-in over four years and assessment decreases are applied immediately.

The earlier valuation date increases the availability of data used to prepare valuations and will provide more time to consult and share preliminary market insights when our engagement activities begin in earnest in 2020.

This will enable MPAC and stakeholders to identify and resolve potential issues before the return of the Roll in December 2020.



Conclusion

At the core of our new **2017–2020 Strategic Plan** is the theme “Valuing What Matters Most.” For municipalities, we value building the customer and municipal relationship. This means enhancing the transparency of new assessment forecasts, processing assessment adjustments in a timely way, ensuring traceability and transparency in our assessment valuation and methodology, and keeping stakeholders apprised of changes in the market that may impact property values.

Through greater collaboration between MPAC and municipalities, we remain committed to continuously improving our service, and we encourage you to share your feedback with us on the delivery of our products and services.

Your local **Municipal and Stakeholder Relations team** is available to support you with any of our products or services. Please contact your Regional Manager, Account Manager, or Account Support Coordinator if you have any questions or would like more information about this report.





JOINT BOARD OF MANAGEMENT

Wednesday, November 21, 2018

9:00 AM

Kingsville Community Room

Kingsville Arena

1741 Jasperson Road, Kingsville

MINUTES

Members Present: Deputy Mayor MacDonald (Chair); Mayor Paterson, Councillors Hammond, Jacobs, Verbeke - Leamington
Mayor Nelson Santos (Vice-Chair); Deputy Mayor Queen,
Councillors Gaffan, Neufeld, Patterson - Kingsville
Mayor McDermott - Essex

Members Absent: Councillor Dunn - Leamington
Councillor Diemer - Lakeshore

Staff Present: Andy Graf - Essex
Andrew Plancke - Kingsville
Shannon Belleau - Leamington

OCWA Staff Present: Robin Kind, Terry Bender, Susan Budden, Dave Jubenville
Dale Dillen, Ken Penney

Call to Order: 9:01 am

Disclosures of Pecuniary Interest: none

Adoption of Council Minutes:

No. UW-47-18

Moved by: Councillor Verbeke

Seconded by: Councillor Gaffan

That Minutes of the UWSS Joint Board of Management meeting of September 27, 2018 be received.

Carried

Business Arising Out of the Minutes:

There was none.

Report UW/24/18 dated November 16, 2018 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to November 16, 2018

The Manager notes that there has been a two (2) month window since the last meeting and therefore a lot of projects have been moving along since that time.

An arc flash occurred on August 28th in the electrical MCC for the Low Lift pump #3. Inspection of the pump noted that most of the components require repairs. Phasor Electric has been hired to develop a repair plan. OCWA staff is hoping to have back in service by early December.

The Manager informs the board that the operations staff have switched back to DelPAC coagulant as the colder weather has arrived and this type works better with cold water. The switch took place on October 21st.

The Manager reminds members of the board about the leak in Meter Chamber #2 on Road 2 and Union Avenue. Upon further inspection the leak was occurring at a service connection and air relief valve. The work was lead by the Town of Kingsville and all repairs have been made. The Manager expressed his appreciation to the town staff for taking the lead on this repair.

The residual pile, located on the WTP property, has been reduced this year further by DiMenna Excavating. DiMenna was able to remove almost 2000 tons, which was then taken to the EWSWA landfill, to be used as day cover. This project came in well under budget. The Manager anticipates that within the next two (2) years most of the pile will have been removed. He feels that the MOE Inspector will be pleased as this item was flagged each year during inspection.

Low Lift pump #2 soft start failed and required a new soft start. This work was completed November 9th. Cathodic inspections recently took place on the water towers.

Continental Carbon Group (CCG) has been retained to complete the filter media replacement for filters #6 and #8. Once this work has been completed all eight (8) filters will have fresh media. The media replacement is scheduled to be completed prior to the end of 2018.

Stantec Consulting has been retained to assist with project management for the Cottam Booster Station (CBS) reservoir soil cover regrading. The budget for this project was approved in the summer of 2018. Various tenders came back with some high and the low bid was Rudak Excavating Inc., of South Woodslee, for \$37,653. This work is scheduled to be completed prior to the end of 2018. There was a brief discussion at this point over the large gap between the high and low tenders received. The Manager noted that Stantec was very confident with the company chosen and the Manager is putting his faith in this information. He further notes that the budget is \$100,000 so if there are any slight changes to be made the funds are there to cover it, however, he doesn't anticipate anything major.

The Manager notes that as part of the ongoing Drinking Water Quality Management System (DWQMS) that UWSS and OCWA staff have attended the management review meeting. There were no outstanding action items to be addressed. As part of the management review the manager notes there was a discussion regarding the number of complaints received this year about water taste and odour. July and August complaints were consisting of complaints of “dirt” tasting water. The Manager explains that the summer was very hot, dry and stagnant, which translated to the water. Since the end of October complaints have consisted of high chlorine smell/taste. The Manager further explains that several things have been occurring at the same time. The switch to winter coagulant, lake inversion, reduced flows and reduction of carbon (taste control additive). Therefore, all of these items could factor in the taste/odour complaints. He feels that once the changes make their way through the system the complaints should subside. He also notes that this is why the UWSS is doing a full year of free chlorine to analyze whether free chlorine is best for the entire system. He further notes extra sampling is occurring and a map of all complaints has been generated, however, there are no clusters of complaints that are of concern. All testing has come back within standards.

The Manager updates members on the CO₂ pH Adjustment project. He explains that following this meeting there is a mandatory pre-bid meeting taking place at the WTP. Tender closes December 7th.

Councillor Jacobs left at 9:13 and returns at 9:14.

The SCADA consultant has completed all drawings and it is anticipated that a workshop will take place December 11th to review the proposed design and then tendering should take place in January, with construction anticipated to commence in March of 2019.

The Manager reminds members that the updated Financial Plan should be completed by Watson & Associates in December. This is necessary so that UWSS/OCWA can apply for a new Municipal Drinking Water Licence (MDWL), which is due mid-January. The Manager states that UWSS and OCWA will be working together to complete this task.

The Manager explains that flows are up this year, which has helped the budget. More information on the budget will be coming during the January meeting and the following report.

The Board then asks the Manager for further explanation regarding the number of complaints that have been received. They ask what the turn around time is for answering a customer complaint. The Administrative Assistant explains that the call is normally dealt with in a matter of hours, depending on the time of day received. She indicated that normally the complaint is handed over to OCWA staff for either same day follow up call or follow up in home testing. She did note that depending on the testing completed lab results can take a few days or up to two (2) weeks for results and then the customer is notified.

The Board asks for confirmation that testing is occurring at the far reaching areas of the system. The Manager confirms that this is true.

The Board also asks about the Low Lift down time during the recent power outage. The Manager confirms that there is an on site generator and if need be a portable generator that can be brought down.

There is a brief discussion regarding boil water advisories (BWA) of the past. The Manager explains that testing procedures have changed and now often if there is a poor sample the WECHU calls for re-sampling rather than a BWA.

No. UW-48-18

Moved by: Councillor Jacobs

Seconded by: Mayor McDermott

That report UW/24/18 dated November 16, 2018 re: Status Update of the UWSS Operations & Maintenance Activities and Capital Works to November 16, 2018 is received.

Carried (UW/24/18))

Report UW/25/18 dated November 16, 2018 re: Update on Operations & Capital Budgets

The Manager explains that this is the last meeting with the current board members and he wants to provide them with a budget update, prior to their departure. He notes that 3.4 billion gallons of water had been sold this year, which translates to almost 200 million gallons over the budget. He explains that this number could be less as flows tend to be lower in December. This increase in flow has translated into approximately \$300,000 increase in revenue.

He asks members to look at page 12 of the agenda package to look at studies and capital works. He explains that some items that were previous under “studies” have been moved to operations side.

He also explains that the budget set aside for the Operations & Maintenance (OM) contract has not been used, but he is meeting with Senior OCWA staff this afternoon and the following day to discuss the new contract.

Some of the anticipated projects for 2018 have started later in the year and will therefore carry over into 2019. He does confirm that the Essex Water Tower (EWT) came in slightly under budget and then reviews some projects that will be moved over to 2019. By moving the projects forward not as much money needs to be taken from the Reserves. He explains that UWSS is financially in good shape. The rate stabilization reserve is working well for UWSS and there is \$17.5 million in the bank accounts at the moment.

The Board is concerned that these projects are not getting completed during the current year and some of the projects coming up in 2019 are fairly labour intensive and will prices go up by moving the projects to 2019 and beyond. The Manager explains that he does not anticipate dramatically rising prices. He also indicates that these large projects tend to incur delays due to design and tendering related issues. He also feels that the projects will be using good engineering firms and contractors and labour won't be an issue.

No. UW-49-18

Moved by: Councillor Patterson

Seconded by: Councillor Neufeld

That report UW25/18 dated November 16, 2018 re: Update on Operations and Capital Budgets is received.

Carried (UW25/18)

Verbal update on Operations & Maintenance Contract

The Manager reminds members of the Board that he has been working with OCWA senior staff to create a new Operations & Maintenance (OM) agreement. He confirms that he has participated in a number of meetings and discussions and feels that UWSS and OCWA are almost where they want to be in order to complete the contract. He then invites Susan Budden, OCWA Account Manager, to speak to members of the UWSS Board.

Ms. Budden reviews what is working well for UWSS/OCWA relationship and notes that any staff concerns have been taken into consideration for the new OM Contract. She explains to the Board that there is potential for new staff and the increase of compliance and staff succession at the WTP. She also notes that there is potential for team leaders as well as specialized positions coming forward.

She confirms that OCWA staff will be meeting with the Manager the following day to firm up some of the lingering details of the possible new contract.

The Board is concerned about the new positions that are possibly being suggested. The Manager reminds members that this contract will be a fixed fee contract for 10 years, which provides stability on both sides.

No. UW-50-18

Moved by: Deputy Mayor Queen

Seconded by: Councillor Jacobs

That the verbal update on the Operations & Maintenance Contract is received.

Carried

Report UW/26/18 dated November 16, 2018 re: Payments from September 21 to November 16, 2018

No. UW-51-18

Moved by: Mayor Santos

Seconded by: Councillor Hammond

That report UW/26/18 dated November 16, 2018 re: Payments from September 21 to November 16, 2018 is received.

Carried (UW/26/18)

New Business:

The Manager introduces the guests in the audience. OCWA senior staff Robin Kind, Executive Vice President, and Terry Bender, VP of Operations, to members of the Board. OCWA wanted to thank the UWSS for allowing OCWA to be part of UWSS for the last 25 years. They presented the Manager with a plaque commemorating the occasion.

The Manager then thanks the members of the Board for the last four (4) years of working together with him to continue to make UWSS run smoothly. He thanks the departing members for all of their service and input and appreciates everything they have contributed.

The Board then asks the Manager if there is a trend in watermain breaks and would like an evaluation brought back to the board to provide further information. The Manager notes that 12" watermain to Cottam Booster Station is a concern, but is part of the six (6) year capital plan. He also feels that County Road 20 (Seacliff Drive) should also be looked at.

Adjournment:

Moved by: Deputy Mayor Queen

Seconded by: Councillor Jacobs

That the meeting adjourn at 9:46 am

Carried

Date of Next Meeting: January 16, 2019, 9 am, Kingsville Community Room of the Kingsville Arena

/kmj

From: AGCO Municipal [<mailto:Municipal@agco.ca>]
Sent: Thursday, January 17, 2019 3:11 PM
To: Auger, Robert <rauger@essex.ca>
Subject: RE: Cannabis Retail Stores - Town of Essex OPT IN

Good Afternoon Robert,

This email confirms that the Registrar has received a council decision from the Town of Essex that supports having cannabis retail stores. This decision will be posted to our website www.agco.ca.

Thank you,
Office of the Registrar

From: Auger, Robert <rauger@essex.ca>
Sent: January 17, 2019 2:51 PM
To: AGCO Municipal <Municipal@agco.ca>
Cc: Hunter, Donna <dhunter@essex.ca>; Nepszy, Chris <cnepszy@essex.ca>; Jabbour, Rita <rjabbour@essex.ca>
Subject: RE: Cannabis Retail Stores - Town of Essex OPT IN

Good Afternoon:

Please be advised that at its Regular Council Meeting held January 14, 2019, the Council of the Corporation of the Town of Essex, by resolution duly passed, directed the Clerk to provide the Alcohol and Gaming Commission of Ontario with written emailed notification of its decision to OPT IN and allow cannabis retail stores within its jurisdiction. Please allow this correspondence to serve as such notification. Thank you.

Robert Auger, L.L.B.
Town Solicitor/Clerk
Legal and Legislative Services
Town of Essex
33 Talbot St. S., Essex, ON N8M 1A8
Telephone: 519.776.7336 x1132
Cell: 519.791.5442
Fax: 519.776.8811
Email: rauger@essex.ca
Web: www.essex.ca

From: AGCO Municipal [<mailto:Municipal@agco.ca>]
Sent: Friday, January 11, 2019 9:36 AM
To: AGCO Municipal <Municipal@agco.ca>
Subject: ACTION REQUIRED: Cannabis Retail Stores - Alcohol and Gaming Commission of Ontario

This e-mail is to notify you that the Alcohol and Gaming Commission of Ontario (AGCO) has not received notice of your decision regarding cannabis retail stores.

All municipalities who are choosing to opt out of permitting cannabis retail stores are required to notify the AGCO Registrar, in writing, of their decision by 11:59 PM EST, **January 22, 2019**. If the AGCO has not received written notification from a municipality by this date then, by default, private cannabis retail stores may be permitted within that municipality providing all other AGCO licensing eligibility criteria have been met.

The specific requirements for the written opt-out notification are in the attached document.

If your council has already passed a resolution and you have not yet notified the AGCO, please e-mail your notification **immediately to** municipal@agco.ca. As defined in the *Cannabis Licence Act, 2018*, the notification must be sent directly to the AGCO Registrar. Your

municipality's opt-out decision will not be valid if the notification is sent to the Premier's Office, Ministry of the Attorney General, Ministry of Municipal Affairs and Housing or any other Ontario Ministry or Agency.

A municipal resolution to opt out of having cannabis retail stores authorized within the boundaries of your municipality is made pursuant to section 41 of the *Cannabis Licence Act, 2018*, which went into effect on November 16, 2018. **Any municipal resolution passed prior to that date does not have the intended effect** given that municipalities did not have statutory authority to opt out prior to that date.

If a municipality decides to allow cannabis retail stores within its jurisdiction, they are encouraged to notify the AGCO as soon as possible at municipal@agco.ca

IMPORTANT ADDITIONAL INFORMATION: DECEMBER 13, 2019, ONTARIO REGULATION 468/18 ADMENDMENTS ON MUNICIPALITIES

Given the shortage of legal cannabis supply, on December 13, 2018, the Government of Ontario announced amendments to [Ontario Regulation 468/18](#) that included a temporary cap of 25 Cannabis Retail Store Authorizations for April 1, 2019. The amendments also gave the AGCO the mandate to hold a lottery on January 11, 2019, to determine who may apply for the 25 retail stores.

Of significant interest to Ontario municipalities is that the Ontario Regulation 468/18 sets out that these first 25 cannabis retail stores may only be located in a municipality that:

- Has chosen not to opt out of permitting cannabis retail stores; and
- Has **a population of 50,000 people or more** as identified in the 2016 Ontario census.

The AGCO will publish the results of the lottery held on January 11, 2019, on its [website](#) within 24 hours of the lottery completion.

Although the 25 stores will only be located in municipalities with a population of 50,000 or more, **the one-time opt-out date for all municipalities remains January 22, 2019.**

For further information regarding the allocation of the 25 retail stores, see the attached document.

FOR MORE INFORMATION

Please submit any questions you may have to municipal@agco.ca or (416) 326-8593.

For questions regarding municipal funding for cannabis under the [Ontario Cannabis Legalization Implementation Fund](#), please contact the Ministry of Finance at OCLIF@ontario.ca

For additional helpful resources please see the attached document

January 24, 2019

Mayor Larry Snively and Members of Council
Town of Essex
33 Talbot St. S.
Essex, Ontario
N8M 1A8

Dear Mayor Snively and Members of Council,

Re: Amalgamation of Union Gas Limited and Enbridge Gas Distribution Inc. and Name Change to Enbridge Gas Inc. effective Jan. 1, 2019

On Jan. 1, 2019 Union Gas Limited and Enbridge Gas Distribution Inc. amalgamated into one single utility, with the legal name **Enbridge Gas Inc.** Although Union Gas Limited and Enbridge Gas Distribution Inc. have ceased to exist as entities separate from the amalgamated corporation on Jan. 1, 2019, we have retained the business names "Union Gas" and "Enbridge Gas Distribution" and will continue to use these business names for various operating purposes. Please reflect this amalgamation and name change in your records after Jan. 1, 2019 as follows:

- **For Union Gas Limited:** Change name to: Enbridge Gas Inc. operating as Union Gas.
- **For Enbridge Gas Distribution Inc.:** Change name to: Enbridge Gas Inc. operating as Enbridge Gas Distribution.

Please note that in some cases, we will simply be known as **Enbridge Gas Inc.**, and will transition to this sole business/legal name over time.

Aside from the name change, for now it is business as usual. Please continue to interact with Union Gas and Enbridge Gas Distribution as you have in the past and our contact numbers have not changed. We will keep you informed of any future changes.

Both utilities have been leaders in delivering exceptional energy value for consumers through an unrelenting focus on safety, operational efficiency and reliability of service. Combining and leveraging our strengths strongly positions us continue to deliver what's important to our 3.5 million customers - the safe and reliable delivery of the affordable energy they use every day.

For information on Enbridge Inc., visit Enbridge.com.

Thank you and please do not hesitate to contact the undersigned with any questions you may have.

Yours truly,

Sincerely,



Sean Collier
District Manager, Windsor/Chatham
Union Gas Limited
Phone: 519-251-6806
Email: sacollier@uniongas.com

From: "Hunter, Donna" <dhunter@essex.ca>
Date: January 28, 2019 at 5:38:26 PM EST
To: CouncilMembers <CouncilMembers@essex.ca>
Cc: "Nepszy, Chris" <cnepszy@essex.ca>, "Morrison, Jeffrey" <jmorrison@essex.ca>, "Sweet, Doug" <dsweet@essex.ca>, "Auger, Robert" <rauger@essex.ca>
Subject: Fwd: OGRA Connect - Joint and Several Liability Reform

In the event that you don't get these emails, I wanted to share the news that the Province is willing to consult on the matter of joint and several liability. This has been a concern of every Council since I started with the Town. Hopefully some change comes from this.

Rob, can you include this on the next agenda.

Donna E. Hunter
Chief Administrative Officer
Town of Essex
33 Talbot St. S.
Essex, ON N8M 1A8
T (519) 776-7336 x1119
F (519) 776-8811

Sent from my iPad

Begin forwarded message:

From: Ontario Good Roads Association <DoNotReply@ConnectedCommunity.org>
Date: January 28, 2019 at 3:59:17 PM EST
To: <dhunter@essex.ca>
Subject: OGRA Connect - Joint and Several Liability Reform
Reply-To: <DoNotReply@ConnectedCommunity.org>

Problems Viewing this Email? [Click Here](#)



Since 1894, the Ontario Good Roads Association (OGRA) has continuously searched for new ways to serve its membership more effectively. Our members have told us that they would like their councils to be better informed about the association's policy & advocacy efforts as well as on important issues at Queen's Park. In response, OGRA introduced OGRA Connect, a policy-focused communication piece that can easily be added to your council's agenda. OGRA Connect will keep you updated on advocacy efforts and as important issues at the provincial level arise.

January 28, 2019

Joint and Several Liability Reform

This morning, Premier Doug Ford announced that the Government of Ontario intends to consult on joint and several liability. The government will look at evidence and develop solutions that make sense. Joint and several liability has vexed Ontario municipalities for decades because it entices plaintiffs to sue municipal governments as deep-pocketed defendants. As a result, municipal insurance premiums continue to skyrocket. This diverts municipal funds from other essential services and programs, and forces councils to raise property taxes.

Despite numerous failed attempts to reform this aspect of tort law, to date, the Minimum Maintenance Standard (MMS) – Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways remains the only remedy on the books. However, the MMS has not been the ironclad solution that was hoped for when it was created. Since its inception, it has been under constant with attempts to circumvent the protection that it affords municipalities.

OGRA has been advocating for joint and several liability reform on behalf of municipalities since 2003. In November, the association met with over 50 MPPs at Queen's Park to discuss the issue. OGRA's resolve to see meaningful reform on this front is unchanged.

"This is wonderful news for municipalities. We look forward to working with the government and other stakeholders during the consultation process to ensure municipal voices are represented." – Chris Traini, OGRA President

"OGRA has been hoping to get the consultation process started for some time now. I am pleased that the government has committed to begin this process." – Joe Tiernay, OGRA Executive Director.

To view the Letter of Support sent to Minister Mulroney from the 2018 OGRA Advocacy Day, [please click here](#).

[Click here](#) to view past OGRA Connect issues

The mandate of the Ontario Good Roads Association is to represent the transportation and public works interests of municipalities through advocacy, consultation, training and the delivery of identified services.

From: Chris McAgy [<mailto:cmcagy@weareunited.com>]
Sent: Tuesday, January 8, 2019 8:31 AM
To: Auger, Robert <rauger@essex.ca>
Subject: CO-AN Park Committee

Hi Robert,

This is a request to be considered to be part of the **Co-An Park Recreation Committee**.

I look forward to hearing from you in regards to the committee. I can be reached at work 258-0000 ext. 1145 or cell 519-819-1196.

Thank you.

Chris McAgy
Donor Services Manager
United Way/Centraide Windsor-Essex County

From: Jonathon Little [<mailto:Jonathon.Little@publicboard.ca>]

Sent: Wednesday, January 9, 2019 2:10 PM

To: Auger, Robert <rauger@essex.ca>

Subject: Can committee

I'd like to be considered for the Coan committee. I was a member of the last committee and would like to sit in it again.

Thank you,

Jonathon Little.

From: Suzanne Fauchon [<mailto:sfauchon@matticevalcote.ca>]

Sent: Monday, January 14, 2019 9:04 AM

To: nicole.cooper@ajax.ca; pinej@hastingscounty.com; ptodd@notl.org; ralph.walton@durham.ca; Auger, Robert <rauger@essex.ca>; RegionClerk@halton.ca; renee.chaperon@springwater.ca; reynaldrivard@nt.net; ghunley@shuniah.org; richard.al@live.ca; Rick.OConnor@ottawa.ca; rmcgee@deepriver.ca; rmordue@blanfordblenheim.ca; rmurphy@townofbwg.com; robert.thessalon@bellnet.ca; rreymer@lucanbiddulph.on.ca; rrogers@highlandseast.ca; rtremblay@whitewaterregion.ca; ruth@johnsontownship.ca; rvm@ahtwp.ca; salmas@collingwood.ca; sbeckel@greaternapanee.com; sbpen@bmts.com; scasey@dubreilville.ca; scooper@penetanguishene.ca; scronin@huroncounty.ca

Subject: Council resolution - Declaration of office

Good morning,

Our Municipal Council recently passed a resolution asking the Minister of Municipal Affairs and Housing to amend paragraph 4 of municipal council members' Declaration of office.

Enclosed herewith you will find a copy of said resolution, and of its accompanying letter, which have been sent to the Minister, to the Premier and to our parliament representatives.

We would appreciate your support in this regard.

Sincerely,



Guyline Coulombe

CAO/Clerk

Township of Mattice – Val Côté

gcoulombe@matticevalcote.ca

Tel: 705-364-6511

Fax: 705-364-6431

www.matticevalcote.ca

Municipalité de
Municipality of

mATTICE~
VAL CÔTÉ



Sac postal / P.O. Bag 129, Mattice, Ont. P0L 1T0
(705) 364-6511 – Fax: (705) 364-6431

December 11th, 2018

Ministry of Municipal Affairs and Housing
Office of the Minister
777 Bay Street, 17th Floor
Toronto, ON
P5G 2E5

Attention: Honourable Steve Clark, Minister

Honourable Minister,

Re: Paragraph 4 of the Declaration of Office

Section 232 of the *Municipal Act, 2001 (Ontario)* provides that a person cannot take a seat on the council of a municipality until he or she takes the declaration of office on the form established by the Minister for that purpose.

In its current version, the declaration of office contains a statement whereby newly elected members of Council promise and declare their faith and allegiance to the Queen. Said statement is considered by many as irrelevant to the current political state of affairs, while many others find it simply offensive.

The Municipality of Mattice – Val Côté recently passed the enclosed resolution requesting that your Ministry amend paragraph 4 of the Declaration of Office in order to address these very legitimate concerns.

Sincerely yours,

Marc Dupuis
Mayor

Encl. Resolution no. 18-190



Meeting no. 18-15

Resolution no. 18-190

Date: December 10th, 2018

Moved by: Daniel Grenier

Seconded by: Steve Brousseau

WHEREAS the requirement for members of municipal Council to be faithful and to bear true allegiance to the Queen is considered by many to be outdated and representative of a different era, and;

WHEREAS said requirement can go against or be contrary to an individual's culture, principles and beliefs, and;

WHEREAS said requirement presents an obstacle for some individuals who would have otherwise been willing to run for Council and serve at the municipal level of government;

NOW THEREFORE BE IT RESOLVED THAT the Ministry of Municipal Affairs and Housing and its Minister modify the wording of paragraph four of the Declaration of Office to make it more inclusive and representative of the times, and;

BE IT FURTHER RESOLVED THAT the Ministry consider replacing paragraph four of the Declaration of Office with the following wording: "I will be faithful and bear true allegiance to my country, Canada, and to its three founding nations", and;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Ministry of Municipal Affairs and Housing, to the Premier of Ontario, Doug Ford, to our provincial and federal parliament representatives, Guy Bourgouin and Carol Hughes, and to all Ontario municipalities.

Carried ☒ Defeated ☐ Deferred ☐

Mayor, Marc Dupuis
Presiding Officer

Recorded Vote
(unanimous unless indicated below)

Name	Yeas	Neas	Abstention
Dupuis, Marc			
Brousseau, Steve			
Grenier, Daniel			
Lemay, Richard			
Malenfant, Joyce			

Certified by:

Guyline Coulombe
Guyline Coulombe, CAO/Clerk

From: Val Fox [<mailto:VFox@countyofessex.on.ca>]
Sent: Tuesday, January 29, 2019 3:08 PM
To: jastrologo@kingsville.ca; Auger, Robert <rauger@essex.ca>; arobertson@lasalle.ca;
lmoy@tecumseh.ca; bpercy@leamington.ca; knewman@lakeshore.ca; pparker@amherstburg.ca
Cc: Robert Maisonville <RMaisonville@countyofessex.on.ca>; Gary McNamara
<GMcNamara@countyofessex.ca>; Sandra Zwiers <SZwiers@countyofessex.on.ca>
Subject: Support of SWIFT's position

Good Afternoon Everyone,

Warden Gary McNamara and Robert Maisonville, Chief Administrative Officer, have sent on behalf of The Corporation of the County of Essex to the CRTC and the Federal government letters expressing support for SWIFT's appeal of recent changes to the Broadband funding model (see attached).

The County is reaching to our local municipalities for support of SWIFT's position and have attached two draft sample letters of support along with a map of Essex County re: Funding Eligibility to be included with your support letters are attached. Also attached is an e-mail received by Mr. Robert Maisonville from Mr. Geoff Hogan, SWIFT regarding SWIFT verbiage for CRTC submissions which includes instructions of submission of support letters. It is my understanding that your IT staff are aware of this issue and can assist with submissions as you deem appropriate.

Should you have any questions, please contact me at your convenience. Note that the submissions need to be made by February 8th.

Kind regards,

Val Fox

Executive Secretary to Chief Administrative Officer ext. 1326

From: Melissa O'Brien [<mailto:melissa.obrien@swiftnetwork.ca>]
Sent: January 25, 2019 1:01 PM
To: Robert Maisonville <RMaisonville@countyofessex.on.ca>
Cc: Geoff Hogan <geoff.hogan@swiftnetwork.ca>
Subject: SWIFT verbiage for CRTC submissions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Rob,

As you are aware SWIFT has launched an appeal with the Canadian Radio-television and Telecommunications Commission (CRTC) and has also filed a petition with the federal government regarding the Commission's Broadband Fund and its eligibility criteria and funding model. While SWIFT welcomes the CRTC's announcement of its Broadband Fund, certain elements of the fund do not align with recommendations made to the Commission in order to ensure truly universal access.

As a project stakeholder, SWIFT believes that this is a policy position of great interest to our partners as it could potentially have significant impacts on our project region. With your support, we are asking you to submit letters of support. I have attached a template letter for both the appeal and the petition above, however please note that greater value is placed on authentic and original commentary. As well I have attached an image of your county's funding eligibility which you may choose to include in your submissions. **Things to consider when drafting your letter:** Why you joined the SWIFT project? Why you are supporting the appeal and/or petition? Why is broadband important to your community?

Additional information:

CRTC Appeal

The Commission is exclusively relying on the use of the 25km hexagonal system used by Innovation, Science and Economic Canada (ISED) to map "served" and "underserved" areas as a base to determine funding eligible which has lead to a significant underestimation of the magnitude of the problem and restricts the ability of underserved communities to access much-needed funds.

Why this is important?

The CRTC has launched the Broadband Fund to encourage greater connectivity and use of broadband Internet in underserved areas. Unfortunately, the eligibility and assessment criteria used to evaluate applicants' ability to apply for funding excludes "partially served" areas, a hexagon with at least one household that has access to 50/10 target speeds. "Partially served" areas are **not** eligible for funding. As a result of the CRTC's interpretation of mapping and data, SWIFT estimates that approximately 100,000 underserved premises in Southwestern Ontario will be ineligible for funding, reducing the overall quality of the Broadband Fund and leaving many gaps that market forces are unlikely to address anytime soon.

How to submit a letter of support:

- By completing the [online form](#) and uploading your letter of support to the site.

The deadline for comment is **February 8, 2019**.

[Voice your support: Increase equal access to CRTC broadband funding](#)
[SWIFT is requesting CRTC to reconsider its Broadband Fund eligibility criteria](#)

Federal Government Petition

The Canadian Radio-television and Telecommunications Commission (CRTC) is making changes to its broadband funding model.

Why this is important?

The recent changes to the Commission's funding model has relaxed eligibility standards for private sector service providers, while restricting municipal government and regional projects access to federal broadband funding. This places local government and regional broadband projects at a distinct disadvantage as the private service providers can now bypass community engagement and accountability with direct access to subsidies from the Commission.

How to submit a letter of support:

- by [email](#)

The deadline for comment is **February 18, 2019**.

[Call for comment – CRTC Broadband funding model falls short](#)
[SWIFT seeking Cabinet to review how CRTC's broadband fund is delivered](#)
[Petition to the Governor in Council concerning Telecom Regulatory Policy CRTC 2018-377](#)
[Gazette Notice— Petition to the Governor in Council concerning Telecom Regulatory Policy CRTC 2018-377](#)

Your voice is important - the CRTC and the federal government attach great value to written comments from citizens, organizations and elected officials.

Your support is greatly appreciated.

Kind regards,

Melissa O'Brien

Melissa O'Brien
Communications Manager
Southwestern Integrated Fibre Technology Inc.
226.256.1640 (w)
416.826.9759 (m)



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[Check your Internet speed](#) so we know it too.



January 29, 2019

Mr. Claude Doucet
Secretary General Canadian Radio-television and Telecommunications Commission
Ottawa, Ontario
K1A 0N2

Dear Mr. Doucet,

RE: Telecom Regulatory Policy CRTC 2018-377: Changing eligibility rules for stakeholders applying for funding for high-speed broadband internet access

In order to prosper in today's global economy, Southwestern Ontario must be competitive. One of the key factors of competitiveness is connectivity. Beyond the global economy, nearly all of life's daily activities now involve some form of computerization requiring connectivity. Whether you're a parent looking to access online health resources for your child, a student looking to access educational materials for their class or even a small business looking to file income taxes with the Canada Revenue Agency, to function in today's society connectivity is a necessity. The County of Essex recognizes the need for this critical service and therefore has been an active supporter and contributor to the Southwestern Integrated Fibre Technology (SWIFT) project.

This letter is in support of SWIFT's request to the CRTC to change the criteria of the Broadband Fund eligibility. Currently, there are too many underserved Ontarians in Southwestern Ontario that are being denied equal access to CRTC's broadband funding. The CRTC has classified high speed Internet as a basic need, but for too many residents and businesses of Southwestern Ontario, their needs are not being met by the current funding model. The County of Essex fully supports the recommendations SWIFT has made to the CRTC to change the criteria of eligibility to ensure that residents and businesses of Southwestern Ontario qualify for equal access to broadband funding. We are asking the CRTC to:

- Redefine service area boundaries and allow areas that are lacking access to meet the CRTC's criteria for basic service
- Allow lower levels of government and underserved communities to provide other evidence such as standardized Internet measurements to demonstrate their needs and therefore ensure their eligibility to apply
- Reconsider that in partially served areas market forces are not likely to improve connectivity
- Allow underserved areas to be eligible to apply as part of larger projects to incent private sector participation

Right now, the CRTC's Broadband Fund will leave out 100,000 underserved premises in Southwestern Ontario from improved access to broadband internet. We want to change that. SWIFT is proposing changes to the criteria which will enable all underserved stakeholders to access and leverage available funding and we are hopeful you will give strong consideration to SWIFT's recommendations.

The County of Essex believes every resident in our County deserves equal access to CRTC's broadband funding. We implore you to encourage this equality too.

Sincerely,



Robert Maisonville, MBA
Chief Administrative Officer
The Corporation of the County of Essex



Gary McNamara
Warden
The Corporation of the County of Essex



January 29, 2019

The Canada Gazette, Part I

Publication date: January 18, 2019

TIPB-001-2019 – Petition to the Governor in Council
concerning Telecom Regulatory Policy CRTC 2018-377

Mr. Michael Wernick
Clerk of the Privy Council and Secretary to the Cabinet
80 Wellington Street
Ottawa, Ontario
K1A 0A3

Dear Mr. Wernick,

Re: Petition to Governor in Council to Vary Telecom Regulatory Policy CRTC 2018-377, on the Development of the Commission's Broadband Fund

This letter is in support of SWIFT's request to modify the Canadian Radio-Television and Telecommunications Commission (CRTC) broadband funding model. The Commission Broadband Fund was designed to encourage greater connectivity and use of broadband Internet in underserved areas.

Yet recent decisions to the Commission's funding model has relaxed eligibility standards for private sector service providers, while restricting municipal government and regional projects access to federal broadband funding. Instead of complementing local government initiative and regional broadband projects, the Commission's approach counteracts efforts and pit municipalities against each other to compete for funding.

I fully support the recommendations SWIFT has made to the Government to vary the Commission's decision by:

- Removing restrictions on eligibility of municipal governments and community-based intermediary organizations to apply for accessing the fund by restoring the more flexible approach the Commission had specified in the 2016-496 decision.
- Enhancing the Commission's commitment to the application of minimum service quality standards.
- Empowering underserved communities and promoting public-private cooperation needed to counteract Canada's growing rural-urban digital divide in Internet access quality and affordability.

519-776-6441
TTY 1-877-624-4832

360 Fairview Ave. W.
Essex, ON N8M 1Y6

countyofessex.on.ca

- Enhancing the accountability of subsidy recipients for actual speeds/quality of broadband services they ultimately deliver.
- Enhancing the transparency of the Commission's funding decisions by publishing submitted applications.

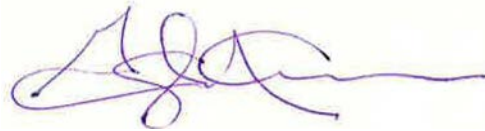
Right now, The Commissions' approach to the design of its broadband fund by-passes community engagement in project development, lacks transparency at the assessment stage, and fails to effectively commit subsidy recipients to deliver some minimum level of performance.

We want to change that. SWIFT is proposing modifications to the funding model that will increase transparency and accountability while restoring a more flexible approach to enable municipal governments and regional broadband initiatives to apply for funding. I am hopeful you will give strong consideration to SWIFT's recommendations.

Sincerely,



Robert Maisonville, MBA
Chief Administrative Officer
The Corporation of the County of Essex



Gary McNamara
Warden
The Corporation of the County of Essex

CC: Director General
Telecommunications and Internet Policy Branch
Innovation, Science and Economic Development Canada
10th Floor
235 Queen Street
Ottawa, Ontario,
K1A 0H5

ESSEX COUNTY

Funding Eligibility

Bright/translucent lines: Areas where SWIFT estimates Internet service provider offer service packages with speeds that meet or exceed CRTC's 50/10 "basic service" target.

Dark hexagons: Areas considered served/ineligible to apply to CRTC fund.





Essex Police Services Board Regular Meeting Minutes

A regular meeting of the Essex Police Services Board was held on Thursday, January 15, 2019 @ 4:30 p.m. in the Town of Essex Large Meeting Room, 33 Talbot Street South, Essex, Ontario.

Roll Call:

Present: Mayor Larry Snively

Councillor Kim Verbeek

John Garinger

Katie McGuire Blais

Inspector Glenn Miller, Ontario Provincial Police

Acting Staff Sergeant Kelly Labonte, Ontario Provincial Police

Donna Hunter, CAO

Chris Nepszy, Deputy CAO

Jill Brett, Secretary

1. Call To Order

The Secretary called the meeting to order at 4:30 p.m.

2. Election of the Chair and Vice Chair

The secretary opened the nominations.

Moved by John Garinger

Seconded by Councillor Kim Verbeek

(EPSB19-01-001) That Mayor Larry Snively be nominated as Chair of the Essex Police Services Board for 2019. "Carried"



Essex Police Services Board Regular Meeting Minutes

Moved by John Garinger

Seconded by Mayor Larry Snively

(EPSB19-01-002) That Kim Verbeek be nominated as Vice Chair of the Essex Police Services Board for 2019. "Carried"

Moved by John Garinger

Seconded by Mayor Larry Snively

(EPSB19-01-003) That the nominations be closed. "Carried"

Mayor Larry Snively will serve as Chair and Councillor Kim Verbeek will serve as Vice Chair of the Essex Police Services Board for 2019.

3. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

4. Adoption of the Published Agenda

a) Moved by Vice Chair Councillor Kim Verbeek

Seconded by Katie McGuire-Blais

(EPSB19-01-004) That the agenda for the January 15th, 2019 Essex Police Services Board regular meeting be adopted with amendments. "Carried"

5. Adoption of Minutes

a) Moved by Vice Chair Councillor Kim Verbeek

Seconded by John Garinger

(EPSB19-01-005) That the minutes of the November 1st, 2018 Essex Police Services Board regular meeting be adopted as presented. "Carried"

6. Public Presentation

None



Essex Police Services Board Regular Meeting Minutes

7. Unfinished Business

None

8. Reports from Administration

- a) Moved by Katie McGuire-Blais

Seconded by Vice Chair Councillor Kim Verbeek

(EPSB19-01-006) That the Ontario Provincial Report to the Essex Police Services Board and the Detachment Sergeant's Report for the months of October, November and December 2018 be received. "Carried"

- b) Discussion took place regarding the changes to reporting procedures for the Essex OPP officers. The level of security at the Community Safety Office in the Town of Essex does not meet the definition of a host or satellite detachment and as a result does not meet policy restrictions for the storage of use of force equipment. In order to meet government compliance the use of force equipment must be secured at the OPP detachment in Harrow. It was also stated that to bring the CSO in Essex up to government standards it would be a very costly venture. Inspector Miller stated that a press release was issued to the public regarding the new procedure and no further information would be released. Inspector Miller also assured the Board that coverage would never be an issue during shift change.

9. Correspondence

- a) Moved by Vice Chair Councillor Kim Verbeek

Seconded by Katie McGuire-Blais

(EPSB19-01-007) That the correspondence from the OAPSB – 2019 Membership Renewal be received and approved for payment. "Carried"



Essex Police Services Board Regular Meeting Minutes

b) Moved by Vice Chair Councillor Kim Verbeek

Seconded by Katie McGuire-Blais

(EPSB19-01-008) That the correspondence from the OAPSB – Spring Conference and Annual General Meeting – May 22-25, 2019 – Caesars Hotel, Windsor, Ontario be received. "Carried"

c) Moved by John Garinger

Seconded by Vice Chair Councillor Kim Verbeek

(EPSB19-01-009) That the **For Information Purposes Only** correspondence be received and filed. "Carried"

10. New Business

None

11. Announcements

None

12. Future Meeting Date

Thursday, March 8th, 2018

13. Adjournment

Moved by John Garinger

Seconded by Vice Chair Councillor Kim Verbeek

(EPSB19-01-010) That the meeting be adjourned @ 5:40 p.m.

Chair

Secretary

Personnel Committee

Meeting Minutes

A meeting of the Town of Essex Personnel Committee was held on Thursday, January 24, 2019 at 4:30 PM in the Meeting Room at 33 Talbot St. S., Essex, ON.

1. Roll Call

Members Present: Councillor Sherry Bondy
Councillor Morley Bowman
Councillor Joe Garon
Mayor Larry Snively

Staff: Donna Hunter, Chief Administrative Officer
Chris Nepszy, Deputy CAO
Brandi Sieben, Manager, Human Resources
Jeff Morrison, Director, Corporate Services
Shelly Brown, Deputy Clerk

Manager of Human Resources Brandi Sieben called the meeting to order at 4:32 p.m.

2. Nomination of Chair and Vice-Chair of the Personnel Committee

Deputy Clerk Shelly Brown asked for nominations for the positions of Chair and Vice Chair of Personnel Committee.

Councillor Bondy nominated Councillor Bowman for Chair. No other Nominations were received.

Moved by: Councillor Bondy

Seconded by: Councillor Garon

(PC-19-01) That Councillor Morley Bowman be the Chair of the Personnel Committee.

"Carried"

Mayor Snively nominated Joe Garon for the Vice Chair. No other nominations were received.

Moved by: Mayor Snively

Seconded by: Councillor Bowman

(PC-19-02) That Councillor Joe Garon be the Vice Chair of the Personnel Committee.

"Carried"

Deputy Clerk Shelley Brown left the meeting at 4:36 pm.

3. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

4. Adoption of Published Agenda

January 24, 2019 Personnel Committee Meeting Agenda.

Moved by: Mayor Snively

Seconded by: Councillor Bondy

(PC-19-03) That the agenda for the January 24, 2019 Personnel Committee Meeting be adopted as presented. "Carried"

5. Adoption of Minutes

Moved by: Councillor Bondy

Seconded by: Mayor Snively

(PC-19-04) That the minutes of the Personnel Meeting held on June 6, 2018 be adopted as presented. "Carried"

6. New Business

None

7. Closed Meeting

Moved by: Councillor Bondy

Seconded by: Mayor Snively

(PC-19-05) That the Personnel Committee move into a Closed Meeting to receive information pursuant to Section 239 (2) (b) of the Municipal Act, c. 25 personal matters

about an identifiable individual including Municipal or local Board employees.

"Carried"

8. Open Meeting and Adjournment

Moved by: Mayor Larry Snively

Seconded by: Councillor Joe Garon

(PC-19-10) That the Personnel Committee move back into an Open Meeting and adjourn at 4:53 p.m. "Carried"

Councillor Morley Bowman, Chair

Brandi Sieben, Recording Secretary



Town of Essex
Finance Committee Meeting Minutes
Monday, January 21, 2019

A meeting of the Finance Committee was held on Monday, January 21, 2019 beginning at 5:53 p.m. at the Town of Essex, Town Hall, Large Meeting Room, 33 Talbot St. S., Essex, Ontario, N8M 1A8

1. Roll Call

Present:

Larry Snively, Mayor

Richard Meloche, Deputy-Mayor

Morley Bowman, Councillor, Ward 1

Chris Vander Doelen, Councillor, Ward 3

Also Present:

Jeffrey R. Morrison, Director, Corporate Services

Donna E. Hunter, Chief Administrative Officer

Doug Sweet, Director, Community Services

Chris Nepszy, Director, Infrastructure and Development

Kate Giurissevich, Manager, Finance and Business Services

Heather MacDonald, Assistant Manager, Finance

Amy Fournier, Committee Secretary

2. Nomination of Chair and Vice-Chair of the Finance Committee

- a) Jeffrey R. Morrison, Director, Corporate Services called the meeting to order and asked for nominations for the position of Chairperson.

Mayor Snively nominated Deputy Mayor Meloche, for the position of chairperson.

Moved by: Mayor Snively

Seconded by: Councillor Bowman

(FC-2019-01-01) That Deputy Mayor Meloche be appointed as the chairperson of the Finance Committee for the current term of Council. **"Carried"**

- b) Jeffrey R. Morrison, Director, Corporate Services then asked for nominations for the position of Vice Chairperson.

Deputy Mayor Meloche nominated Councilor Bowman for the position of vice chairperson.

Moved by: Deputy Mayor Meloche

Seconded by: Councillor Vander Doelen

(FC-2019-01-02) That Councillor Bowman be appointed as the vice chairperson of the Finance Committee for the current term of Council. **"Carried"**

3. Declarations of Conflict Of Interest

Deputy Mayor Meloche has declared a conflict in regards to Agenda Item 6(d) re: the application for a grant submitted by Storybook Early Learning Centre.

4. Adoption of Published Agenda

Moved by: Mayor Snively

Seconded by: Councillor Bowman

(FC-2019-01-03) That the published agenda for the Monday, January 21, 2019 Finance Committee Meeting be adopted as presented. **"Carried"**

5. Adoption of Minutes

Moved by: Councillor Vander Doelen

Seconded by: Mayor Snively

(FC-2019-01-04) That the minutes of the Finance Committee Meeting held on October 15, 2018 be adopted as presented. **"Carried"**

6. Public Presentations

- a) Kingsville Essex Associated Band – Jamie Bombardier

The Club is requesting funds for uniforms, instruments repairs and trailer repairs.

Currently the club has 60 members made up of 33% Kingsville and 33% Essex residents and the remaining 33% from everywhere else.

- b) Windsor-Essex Therapeutic Riding Association – Becky Mills

The club has requested funds to lay the base work to create an accessible outdoor space on the property. This requires filling in ditches and adding catch basins. This would lead to preparing for future tiling of their hay fields.

c) Kiwanis Club of Windsor – Dan Inverarity

The club has requested funds to build a garage to hold property maintenance equipment such as riding lawnmowers, push lawn mowers, weed whackers and gasoline. The actual cost is estimated at \$20,000 with committed funds of \$10,000 from a private source.

d) Story Book Early Learning Centre – Donna Hedrick

The club has requested funds to assist with the cost of a rubber yard in a children's playground which will be built at the new home of the daycare at Essex Public School.

Deputy Mayor Meloche, having declared a conflict with respect to this agenda item, did not take part in the discussion nor vote in connection thereof.

7. Unfinished Business

None.

8. Reports

None.

9. Correspondence

a) 2019 Essex Community Partnership Fund Grant Applications

Background information was provided to the Committee by the Director, Corporate Services and each individual request was reviewed and adjusted accordingly. Schedule "A" was updated to include the approved amounts and any 2019 Commitments made in prior years.

Each request was decided upon individually:

Moved by: Mayor Snively

Seconded by: Councillor Vander Doelen

(FC-2019-01-05) Recommendation to Council that the 2019 grant submitted by The Royal Canadian Legion Ontario Command for advertising in the amount of \$570.00 be denied. **"Carried"**

Moved by: Councillor Bowman

Seconded by: Councillor Vander Doelen

(FC-2019-01-06) Recommendation to Council that the 2019 cash grant submitted by Storybook Early Learning Centre in the amount of \$60,000.00 be denied. **“Carried”**

Moved by: Councillor Vander Doelen

Seconded by: Deputy Mayor Meloche

(FC-2019-01-07) Recommendation to Council that the 2019 grant submitted by the Canadian Transportation Museum be approved at the reduced amount of \$2,000.00 and moved to the Events and Tourism Fund. **“Carried”**

Moved by: Mayor Snively

Seconded by: Councillor Bowman

(FC-2019-01-08) Recommendation to Council that the 2019 grant submitted by Canadian Blood Servicers in the amount of \$678.00 for waiver of fees be approved. **“Carried”**

Moved by: Councillor Bowman

Seconded by: Mayor Snively

(FC-2019-01-09) Recommendation to Council that the 2019 grant submitted by Chaps and Spurs in the amount of \$600.00 for waiver of fees be approved and moved to the Events and Tourism Fund. **“Carried”**

Moved by: Councillor Bowman

Seconded by: Councillor Vander Doelen

(FC-2019-01-10) Recommendation to Council that the 2019 grant submitted by Harrow Hockey Moms in the amount of \$515.56 for waiver of fees be approved. **“Carried”**

Moved by: Mayor Snively

Seconded by: Councillor Bowman

(FC-2019-01-11) Recommendation to Council that the 2019 grant request submitted by Kiwanis Camp be approved at the reduced amount of \$7,000.00. **“Carried”**

Moved By: Councillor Vander Doelen

Seconded by: Councillor Bowman

(FC-2019-01-12) Recommendation to Council that the 2019 grant request submitted by Windsor Essex Community Health Centre for waiver of fees be approved in the amount of \$1,600.00. **“Carried”**

Moved by: Councillor Vander Doelen

Seconded by: Councillor Bowman

(FC-2019-01-13) Recommendation to Council that the 2019 grant request submitted by Windsor-Essex Therapeutic Riding Association be approved at the reduced amount of \$1,500.00. **"Carried"**

Moved By: Mayor Snively

Seconded by: Councillor Vander Doelen

(FC-2019-01-14) Recommendation to Council that the 2019 grant request per Schedule "A" under 'Annual Donations' be approved at the 2018 approved amounts. **"Carried"**

b) 2019 Essex Tourism Development Fund Grant Application

Background was provided to the Committee by the Director, Corporate Services. Schedule "B" was updated to include the approved grant requests that were moved from Schedule "A".

Moved by: Councillor Bowman

Seconded by: Mayor Snively

(FC-2019-01-15) Recommendation to Council that the 2019 grant request per the amended Schedule "B" be approved, and that the grant for the waiver of fees as it relates to the Colchester Guardian be approved for a four year term from 2019 to 2022. **"Carried"**

It was requested by Councillor Vander Doelen that it be noted that he did not support the motion to extend the waiver of fees as it relates to the Colchester Guardian for a new four year term.

10. New Business

A new application under the Community Partnership Fund submitted by the Camoes Portuguese Club in the amount of \$25,000 to assist with the high cost of maintenance for the club.

Moved by: Councillor Bowman

Seconded by: Councillor Vander Doelen

(FC-2019-01-16) Recommendation to Council that the 2019 grant request by the Camoes Portuguese Club in the amount of \$25,000 be denied. **"Carried"**

11. Adjournment

Moved by: Mayor Snively

Seconded by: Councillor Vander Doelen

(FC-2019-01-17) That the meeting be adjourned on Monday, January 21, 2019 at 7:30 p.m. **"Carried"**

12. Future Meetings:

To be determined

Schedule "A"
Town of Essex
For the Years 2012-2019

Essex Community Partnership Fund	Approved 2019	Requested 2019	% of 2018 Approved Grant	Approved 2018	2017	2016	2015	2014	2013	2012
Budget Balance Transferred To Reserve							\$0.00	\$0.00		
Current Year Budget	\$102,500.00	\$102,500.00	100%	\$102,500.00	\$102,500.00	\$100,000.00	\$97,380.00	\$100,000.00	\$110,000.00	\$110,000.00
Total Amount Available	\$102,500.00	\$102,500.00	100%	\$102,500.00	\$102,500.00	\$100,000.00	\$97,380.00	\$100,000.00	\$110,000.00	\$110,000.00
Committed Donations:										
Co-An Park	\$17,500.00	\$17,500.00	100%	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00
Heritage Essex	\$25,000.00	\$25,000.00	100%	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Sub-Total	\$42,500.00	\$42,500.00	100%	\$42,500.00	\$42,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$37,500.00	\$37,500.00
Annual Donations:										
Essex Community Services ⁴	\$20,160.00	\$25,160.00	125%	\$20,160.00	\$20,160.00	\$22,160.00	\$20,000.00	\$20,264.94	\$20,134.00	\$20,000.00
Essex Retirees ¹	\$8,858.00	\$8,858.00	100%	\$8,858.00	\$8,858.00	\$8,858.00	\$8,858.00	\$8,858.00	\$8,858.00	\$8,858.00
Essex Youth Centre							\$2,731.00	\$10,240.00	\$12,800.00	\$16,000.00
Access County Community Support Services	\$9,201.00	\$9,201.00	100%	\$9,201.00	\$9,201.00	\$6,554.00	\$8,192.00	\$10,240.00	\$12,800.00	\$16,188.00
Harrow Early Immigrant Research Society	\$1,500.00	\$2,500.00	167%	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00
Harrow Electric Eels Aquatic Team (HEEAT) ³	\$750.00	\$1,500.00	200%	\$750.00	\$750.00	\$610.56	\$389.03	\$534.24	\$1,575.00	
Kingsville Essex Associated Band ²	\$7,500.00	\$13,000.00	173%	\$7,500.00	\$7,500.00	\$7,499.25	\$7,500.00	\$5,000.00	\$5,000.00	\$5,000.00
Sub-Total	\$47,969.00	\$60,219.00	126%	\$47,969.00	\$47,969.00	\$47,181.81	\$49,170.03	\$56,637.18	\$62,667.00	\$67,046.00
Ad-Hoc Donations:										
Facility Room Rentals (to be detailed)							\$367.25			
Canadian Blood Services ⁵	\$678.00	\$678.00	35%	\$1,920.00	\$1,920.00					
Canadian Transportation Museum	\$0.00	\$7,500.00	150%	\$5,000.00	\$5,000.00	\$5,000.00		\$150.00		
Canvas Campus (Earth Week)									\$1,500.00	
Chaps and Spurs Country Fest Limited (assoc with Autism Ontario) ⁶	\$0.00	\$600.00								
Core City Hoops										\$1,000.00
Dog Park Fundraising Committee									\$216.00	
Essex and District Lions Club							\$237.00			
Essex Community Concert Band						\$500.00				
Essex Energizers										\$600.00
Essex Minor Hockey Association						\$5,171.00				
Essex Region Conservation Authority					\$700.00					
Essex Sports Wall of Excellence							\$534.24			
Essex 73s					\$651.50					
Girl Guides of Canada						\$35.01				
Harrow Chamber of Commerce						\$587.63				
Harrow Hockey Moms ⁸	\$515.56	\$515.56								
Harrow Kinsmen				\$420.00						
Harrow Rotary Club						\$141.75		\$141.00		
HIC Cup Soccer									\$2,055.00	
Iron Hawk Duathlon							\$166.50			

Town of Essex
For the Years 2012-2019

Essex Community Partnership Fund	Approved 2019	Requested 2019	% of 2018 Approved Grant	Approved 2018	2017	2016	2015	2014	2013	2012
Kiwanis Camp							\$350.00			
Kiwanis Club of Windsor	\$7,000.00	\$10,000.00								
Knights of Columbus					\$240.00					
Lacrosse Rental										\$176.00
Leamington District Memorial Foundation							\$1,000.00			
Legal Aid						\$516.25	\$73.75	\$442.50		
Legends Live									\$670.00	
Maple Leaf Cycling Club								\$100.00	\$100.00	\$35.00
Miscellaneous Disaster Relief						\$500.00		\$200.00	\$1,000.00	\$600.00
Ontario 911 Advisory Board										\$100.00
Ontario Provincial Police					\$1,522.00	\$1,140.32	\$423.25	\$2,015.63		
The Royal Canadian Legion Ontario Command	\$0.00	\$570.00								
Spitfire							\$1,000.00			
Storybook Early Learning Centre	\$0.00	\$60,000.00			\$3,000.00					
Sun County Panthers				\$4,711.70						
Syrian Refugee Crisis (AMO)							\$100.00			
Taras Natyshak										\$372.00
Warren, Curtis						\$211.62				
Windsor Essex Brokerage for Personal Supports									\$840.00	
Windsor Essex Family Network									\$62.00	
Windsor Historical Society					\$500.00					\$250.00
Windsor Symphony Orchestra									\$3,400.00	
Windsor Essex Community Health Centre ⁷	\$1,600.00	\$1,600.00								
Windsor-Essex Therapeutic Riding Association	\$1,500.00	\$16,000.00				\$2,000.00				\$450.00
Windsor Essex Children's Aid									\$100.00	
Wirch, Audrey					\$508.50					
Zeta Kappa Sorority Santa Socks 2016						\$100.00				
Camoës Portuguese Club	\$0.00	\$25,000.00								
Sub-Total	\$11,293.56	\$122,463.56	1016%	\$12,051.70	\$14,042.00	\$15,903.58	\$4,251.99	\$3,049.13	\$9,943.00	\$3,583.00
Total Grants / Donations	\$101,762.56	\$225,182.56	99%	\$102,520.70	\$104,511.00	\$103,085.39	\$93,422.02	\$99,686.31	\$110,110.00	\$108,129.00
(Over)/Under Budget	\$737.44	(\$122,682.56)		(\$20.70)	(\$2,011.00)	(\$3,085.39)	\$3,957.98	\$313.69	(\$110.00)	\$1,871.00

¹ Cash grant of \$8,858.00 plus in kind grant of \$6,500 (grass cutting and snow removal)

² Cash grant of \$5,000 plus waiver of fees for Space Rental \$2,500

³ In-kind grant \$750 for insurance provider costs

⁴ Cash grant of \$20,000 plus waiver of feesfor Space Rental \$160 (Shaheen Room for Chili cook-off in October)

⁵ Waiver of Fees of \$678 for Space Rental

⁶ Waiver of Fees for \$600 for event rental, moved to Events and Tourism Fund

⁷ Waiver of Fees for Space Rental \$1,600

⁸ Waiver of Fees for Space Rental \$515.56

Schedule "B"
Town of Essex
For the Years 2012 to 2019

Events and Tourism Grants and Donations	Approved 2019	Requested 2019	% 2018 Approved Grant	Approved 2018	2017	2016	2015	2014	2013	2012
Budget Balance Tsfd. To Reserve										
Current Year Budget	\$15,000.00	\$15,000.00	100%	\$15,000.00	\$15,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Amount Available	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
Committed Donations:										
Sub-Total	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Donations:										
Explore the Shore	0	0		\$1,000.00	\$1,500.00	\$0.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00
Colchester Guardian ¹	\$1,613.95	\$1,613.95		\$1,613.95	\$1,613.95	\$1,567.00	\$1,582.00	\$1,457.00	\$1,457.00	\$1,457.00
Sub-Total	\$1,613.95	\$1,613.95		\$2,613.95	\$3,113.95	\$1,567.00	\$4,082.00	\$6,457.00	\$6,457.00	\$6,457.00
Ad Hoc Donations:										
A. Grant - Grant Promotional Material										\$400.00
Canadian Transportation Museum	\$2,000.00									\$2,000.00
Chaps and Spurs	\$600.00									
Colchester Guardian ³										\$12,000.00
Cooper's Hawk Vineyards								\$2,500.00		
Essex and District Horticultural Society ¹								\$40.50		
Essex Region Children's Water Festival							\$250.00	\$250.00		
Essex Rocks and Rolls					\$663.41					
Horticultural Club									\$349.30	
Iron Hawk Duathlon							\$500.00	\$664.50		
Military Muster Contribution							\$4,154.50	\$3,000.00	\$3,000.00	
Sleddog Sports Association									\$2,000.00	
Tourism Development Fund (R Voakes)					\$530.00					
Tourism Windsor Essex Pelee Island						\$2,000.00				
Windsor-Essex Therapeutic Riding Association				\$0.00		\$2,000.00				\$450.00
Sun County Panthers				\$4,711.70		\$0.00				
Sub-Total	\$2,600.00	\$0.00	\$0.00	\$4,711.70	\$1,193.41	\$4,000.00	\$4,904.50	\$6,455.00	\$5,349.30	\$14,850.00
Total Grants/Donations	\$4,213.95	\$1,613.95	\$0.00	\$7,325.65	\$4,307.36	\$5,567.00	\$8,986.50	\$12,912.00	\$11,806.30	\$21,307.00
(Over)/Under Budget	\$10,786.05	\$13,386.05	\$0.00	\$7,674.35	\$10,692.64	\$19,433.00	(\$8,986.50)	\$12,088.00	\$13,193.70	\$3,693.00



2018-2022 Striking Committee Meeting Minutes

Monday, January 21, 2019– 4:00-4:15 PM

Large Meeting Room, Essex Municipal Building

33 Talbot Street South, Essex, Ontario

1. Roll Call

Present: Mayor Larry Snively
Deputy Mayor Richard Meloche
Ward 1 Councillor Joe Garon
Ward 2 Councillor Kim Verbeek
(Collectively the 2018-2022 Town of Essex Striking Committee
as appointed by Council pursuant to Resolution SP18-12-002
on December 10, 2018)

Also Present: Donna Hunter, Chief Administrative Officer
Rob Auger, Town Solicitor/Clerk

3. Adoption of Published Agenda

- a) 2018-2022 Striking Committee Meeting Agenda
Moved by Councillor Verbeek
Seconded by Deputy Mayor Meloche
(SC 19-01-001) That the published agenda for the January 21, 2019 Striking
Committee Meeting be adopted as presented. "Carried"

4. Committee Appointments

a) E.L.K. Energy Board

Essex Town Council is to appoint two (2) of the Four Nominees brought forward
by the Town of Lakeshore/Town of Kingsville:

Town of Lakeshore Nominees: Mayor Tom Bain and Deputy Mayor Tracey
Bailey
Town of Kingsville Nominees: Mayor Nelson Santos and Lydia Miljan

Moved by Deputy Mayor Meloche

Seconded by Councillor Garon

RECOMMENDATION TO COUNCIL:

(SC 19-01-002) That Tracey Bailey and Lydia Miljan be the Town of Lakeshore/Town of Kingsville appointee (s) to the E.L.K. Energy Board. "Carried"

7. Adjournment

Moved by Councillor Garon

Seconded by Councillor Verbeek

(SC 19-01-003) That the meeting be adjourned at: 4:10 P.M. "Carried"

The following Notice of Motion was presented at the January 14, 2019 Regular Council Meeting and is being brought forward for consideration this evening:

Moved by Mayor Snively

Seconded by

That Administration provide periodic verbal and/or written reports providing updates to Council on the status of various ongoing development matters or projects in the Town of Essex.

The Corporation of the Town of Essex

By-Law Number 1774

Being a by-law to confirm the proceedings of the January 14, 2019 Regular Meeting of Council of The Corporation of the Town of Essex

Whereas pursuant to Section 5(1) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council;

And whereas pursuant to Section 5(3) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is deemed expedient that a by-law be passed to authorize the execution of Agreements and other documents and that the proceedings of the Council of The Corporation of the Town of Essex at its meetings be confirmed and adopted by by-law.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the actions of the Council of The Corporation of the Town of Essex in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of The Corporation of the Town of Essex, documents and transactions entered into during the January 14, 2019 meeting of Council, are hereby adopted and confirmed as if the same were expressly contained in this by-law.
2. That the Mayor and proper officials of The Corporation of the Town of Essex are hereby authorized and directed to do all the things necessary to give effect to the actions of the Council of The Corporation of the Town of Essex during the said January 14, 2019 meeting referred to in paragraph 1 of this by-law.
3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the actions taken by this Council as described in Section 1 of this by-law and to affix the Corporate Seal of The Corporation of the Town of Essex to all documents referred to in said paragraph 1.

Read a first and a second time and provisionally adopted on January 14, 2019.

Mayor

Clerk

Read a third time and finally adopted on February 4, 2019.

Mayor

Clerk

The Corporation of the Town of Essex

By-Law Number 1779

Being a by-law to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O.1990, c.P. 15

Whereas on March 2, 2009 Council of The Corporation of the Town of Essex did pass By-Law Number 937, being a By-Law to authorize the execution of an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O. 1990, c.P. 15 (the "Original Agreement");

And Whereas the Council of The Corporation of the Town of Essex has enacted successive extensions of the Original Agreement as amended from time to time since March 2, 2009;

And Whereas on April 14, 2016 the Council of The Corporation of the Town of Essex did pass By-Law Number 1504, being a By-Law to amend By-Law Number 1469 being a by-law to authorize the execution of an Amending Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Essex for the provision of police services under Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15, as amended;

And whereas amending By-law 1504 provided for the further extension of the Original Agreement as amended, from a two-year Agreement to a three-year Agreement, ending on December 31, 2018;

And Whereas the Town of Essex has expressed its continuing intent to provide police services, in pursuance of its responsibilities under Section 5 of the Police Services Act, R.S. 1990. C.P. 15 as amended, by means of the Agreement attached as Schedule "A" to this By-law.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

- 1. That the Mayor and Clerk be authorized to execute the Agreement attached as Schedule “A” hereto between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and the Town of Essex for the provision of Police Services under Section 10 of the Police Services Act, R.S. 1990. C.P. 15 as amended, for the period effective from January 1, 2019 to December 31, 2021;
- 2. That By-Law Number 1504 is hereby repealed on the final passing of this By-Law;
- 3. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on February 4, 2019.

Mayor

Clerk

The term of this Agreement, made in 2 originally executed copies, is from the 01st day of January 2019, to the 31st day of December 202X.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE *POLICE SERVICES ACT*, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

(“Ontario”)

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWN OF ESSEX
(the “Municipality”)

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number XXXX, dated XXXX(attached as Schedule “A”);
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated October 16, 2018 (attached as Schedule “B”);

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year. Uniform Enhancement position hours are also reconciled to ensure the minimum number of contractual hours was met.
- (b)** “Board” means Town of Essex Police Services Board.
- (c)** “Commissioner” means the Commissioner of the O.P.P.
- (d)** “Detachment Commander” means the O.P.P. officer in charge of Essex County Detachments.
- (e)** “Full-Time Equivalent” (FTE) means a unit of at least 1,417 hours of policing services delivered to the municipality by enhancement officer(s) each year.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.

6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.
- (b) Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to animal control will not form part of this Agreement.
7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Essex County O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.

12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.

(b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.

(b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.

19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.
20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
- (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.

23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- (i) The language of the arbitration shall be English.
 - (ii) The place of the arbitration shall be the Town of Essex
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.

- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067.
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Town of Essex, 33 Talbot Street, South,, Essex, Ontario, N8M 1A8, or by fax to (519) 776-8811
 - (d) by mail to the Board addressed to: The Town of Essex Police Services Board, 33 Talbot Street, South,, Essex, Ontario, N8M 1A8, or by fax to (519) 776-8811

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2019, and shall conclude on the 31st day of December 202X.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Minister of Community Safety, Ministry of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Minister of Community Safety

FOR THE MUNICIPALITY

Town of Essex

Date signed by the Municipality

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

By-law place holder

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES



The Town of Essex

Contract Policing Proposal

Prepared by: Sergeant Peter Marshall
Ontario Provincial Police
Municipal Policing Bureau

Date: October 16, 2018

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The Town of Essex requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the Town paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Town of Essex with OPP highway patrol services and provincial responsibilities under one administration. The resources will be deployed to the municipality from the Essex County OPP Detachments.

The Essex County OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Essex County Detachments.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the Town of Essex Council, the Town's Police Services Board and the Essex County OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Town of Essex will continue to benefit as additional staff are readily available from within the Essex County OPP Detachments as well as neighboring detachments and regions, should the need arise.

The Town of Essex will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Essex County OPP Detachments responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Essex County OPP Detachments, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future

contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Town of Essex chooses to accept an OPP contract for its policing service, the Essex County OPP Detachment Commander will assign resources, focusing on meeting the Town's unique policing needs.

Value for the Town of Essex:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Town's Police Services Board; and
- Access to a comprehensive infrastructure and specialized services

The estimated policing cost for 2019 associated to this proposal as presented in the Annual Billing Statement is **\$3,375,573**. It also includes the cost of enhancement(s) requested by the municipality. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2017 totalling **\$-34,192** is listed separately from the 2019 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

Dedicated Enhancement Positions

Municipalities entering into a contract under Section 10 of the *Police Services Act* may choose to receive dedicated enhanced positions.

Municipalities will be billed for the cost of dedicated enhanced positions using actual salaries, wages, overtime and benefits and the latest approved municipal cost-recovery formula. Any additional unique costs associated with the dedicated enhanced positions will be detailed on the Annual Billing Statement and the municipality will be billed accordingly.

The service delivered by these positions will be tracked and reconciled on an annual basis.

Your contract enhancements are listed below:

FTE* Enhancements	Classification	Position Description
1.00	Sergeant	Community Sergeant

*Uniform FTE enhancement means a unit of at least 1,417 hours of policing services delivered to the municipality by enhancement officer(s) each year.

Note:

- **Dedicated Enhancement Reconciliation - Uniform Positions:**
 - Total hours of service provided by all dedicated enhancement positions will be reconciled annually.
 - In accordance with the officer availability factor calculations, it is currently estimated that each uniform dedicated enhancement position will provide 1,417 hours of service per year in order to fulfill the requirements of their respective positions. If this number of hours is not met, the total cost of all uniform dedicated enhancement positions will be reduced accordingly.
 - Total hours of service for dedicated enhancement positions include hours of work performed in a municipality by all officers assigned to enhancement positions.

Total hours do not include:

- overtime hours
- hours recorded for duties accounted for in the availability factor such as court attendance, training and specific administrative duties
- hours calculated for billable calls for service by officers assigned to dedicated enhancement positions unless the officer's position is general law enforcement.

OPP 2019 Annual Billing Statement

Essex T

Estimated cost for the period January 1 to December 31, 2019

Please refer to www.opp.ca for 2019 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	8,927		
	Commercial and Industrial	366		
	Total Properties	<u>9,293</u>	189.54	1,761,395
Calls for Service				
	Total all municipalities	156,778,914		
	Municipal portion	0.7627%	128.68	1,195,821
Overtime			11.75	109,195
Court Security			10.75	99,929
Prisoner Transportation	(per property cost)		<u>2.27</u>	<u>21,095</u>
Total 2019 Estimated Cost			<u>342.99</u>	<u>3,187,436</u>
Year Over Year Variance (estimate for the year is not subject to phase-in adjustment)				
2018 Estimated Cost per Property			344.13	
2019 Estimated Cost per Property (see above)			<u>342.99</u>	
Cost per Property Variance	(Decrease)		1.14	
Enhancements added after January 1, 2015				188,137
2017 Year-End Adjustment				(34,192)
Grand Total Billing for 2019				<u>3,341,382</u>
2019 Monthly Billing Amount				278,449

OPP 2019 Contract Enhancement Cost Summary

Essex T

Estimated cost for the period January 1 to December 31, 2019

2018 Cost-Recovery Formula

Salaries and Benefits

Uniform Members	(Note 1)	\$/FTE	Positions	\$	Sub-Total	Total
Sergeant	(Note 2)	118,511	1.00	118,511		
Total Uniform Salaries					118,511	
Statutory Holiday Payout		3,564			3,564	
Shift Premiums		685			685	
Benefits (28.09% of Salaries)					33,290	
Total Uniform Salaries & Benefits						156,050

Support Costs - Salaries and Benefits

Communication Operators	6,564	6,564	
Prisoner Guards	1,715	1,715	
Operational Support	4,642	4,642	
RHQ Municipal Support	2,477	2,477	
Telephone Support	122	122	
Office Automation Support	644	644	
Mobile and Portable Radio Support	188	188	
Total Support Staff Salaries and Benefits Costs			16,352

Total Salaries & Benefits

172,402

Other Direct Operating Expenses

Communication Centre	182	182
Operational Support	811	811
RHQ Municipal Support	232	232
Telephone	1,373	1,373
Mobile Radio Equipment Repairs & Maintenance	163	163
Office Automation - Uniform	2,140	2,140
Vehicle Usage	8,351	8,351
Detachment Supplies & Equipment	539	539
Uniform & Equipment	1,944	1,944

Total Other Direct Operating Expenses

15,735

TOTAL ESTIMATED ENHANCEMENT COST

Phased In	Non Phased In
-	188,137

188,137

Total OPP Policed Municipal Properties

9,293

Cost per Property

\$20.24

OPP 2019 Contract Enhancement Cost Summary Essex T
Estimated cost for the period January 1 to December 31, 2019

Notes

- 1) Salary rates are based on weighted average rates for municipal detachment staffing by rank, level and classification. The 2019 salaries were estimated based on the 2018 rates set in the 2015 to 2018 OPPA Uniform and Civilian Collective Agreements with an estimated overall general salary rate increase of 1.9% for 2019 applied. The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2018-19). Salary rates, Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.
- 2) Includes the additional Sergeant position effective in the year 2016, with an estimated cost in 2019 of \$188,137. This position will not be subject to any phase-in cap, if applicable.

OPP Contacts

Please forward any questions or concerns to Inspector Glenn Miller, Detachment Commander, Essex County Detachments, or Sergeant Peter Marshall, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Glenn Miller (519) 723-2491

Sergeant Peter Marshall (705) 329-6857

The Corporation of the Town of Essex
By-Law Number 1782
Being a by-law to authorize an agreement
between:
Her Majesty the Queen in Right of Ontario
as represented by the Minister of Municipal
Affairs and Housing (the "Province")
-and-
The Corporation of the Town of Essex
(the "Recipient")

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas, the Province established the National Disaster Mitigation Program ("the Program") to support projects that contribute to the reduction of the impacts of natural disasters on Canadians.

And Whereas the Province, by way of the Ontario Transfer Payment Agreement (the "Agreement") attached hereto as Schedule "A" to this By-Law Number 1782, wishes to provide Funds to the Recipient for the Project. The agreement is effective as of the 15th day of January, 2019.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the Mayor and Clerk be authorized to sign the Agreement attached as Schedule "A" to this By-Law Number 1782 with an effective date of January 15, 2019; and
2. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on February 4, 2019.

Mayor

Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 15TH day of JANUARY, 20 19

BETWEEN :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing

(the "Province")

- and -

The Corporation of the Town of Essex

(the "Recipient")

BACKGROUND

The Government of Canada has established the National Disaster Mitigation Program ("the Program") to support projects that contribute to the reduction of the impacts of natural disasters on Canadians.

This Project was chosen by Canada for funding through Intake 4 of the Program.

The Ministry of Municipal Affairs and Housing administers the funding of the Projects occurring in Ontario.

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports
Schedule "G" - Aboriginal Consultation, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Essex

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to

the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports

required pursuant to Article A7.0; and

- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.
- (e) if, the Province does not receive the funding from the Government of Canada for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient,

change the Project; or

- (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement are to reimburse the Recipient for the Eligible Expenses incurred by the Recipient and will not exceed the lessor of the Maximum Funds or 50 per cent of the Recipient's Eligible Expenses.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, its authorized representatives, an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness may, at their own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and

Emergency Preparedness may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province and the Government of Canada for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the respective negligence or wilful misconduct of the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness or her employees and agents.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance

on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d) or in section 4 (2) (e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, or if the Province does not receive funding from the Government of Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,500,000.00
Expiry Date	June 30, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Mike Love</p> <p>Position: Senior Program Advisor</p> <p>Address: 777 Bay Street, Toronto, Ontario M5G 2E5, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: mike.love@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Chris Nepszy</p> <p>Position: Director of Infrastructure</p> <p>Address: 33 Talbot St S Essex ON N8M 1A8</p> <p>Fax: 519-776-8811</p> <p>Email: cnepszy@essex.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Jeffrey Morrison</p> <p>Position: Director of Corporate Services / Treasurer</p> <p>Address: 33 Talbot St S Essex ON N8M 1A8</p> <p>Fax: 519-776-8811</p> <p>Email: jmorrison@essex.ca</p>

Additional Provisions:

B.1 Article A4 of Schedule "A" is amended by adding the following sections:

A4.8 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out in Schedule "G" of the Agreement as it relates to engaging or consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to engaging or consulting with any

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to engagement or consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to engagement or consultation with any Aboriginal Group that has an interest in the Project as described in Schedule "G"; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of the Agreement.

A4.9 Eligible Expenditures. Only the Recipient's expenditures incurred in accordance with Schedule "C" and Schedule "D" are eligible for funding under this Agreement.

B.2 Article A8 of Schedule "A" is amended by adding the following section:

A8.3 Languages. If the Recipient is located in a municipality designated by section 14 of the French Languages Services Act, the Recipient will consider providing information concerning the Project to the public in both English and French.

B.3 Schedule "A" is amended by adding the following section:

A29.0 Intellectual Property

A29.1 Definitions. In this Article the following terms have the following meanings:

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity'

"Newly Created Intellectual Property" means any Intellectual Property created by the Recipient in the course of performance of its obligations under the Agreement;

A29.2 Recipient's Grant of Licence

The Recipient grants the Province and Her Majesty the Queen in Right of Canada, a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, of any Newly Created intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

A29.3 Recipient's Representation and Warranty Regarding Third-Party Intellectual Property

The Recipient represents and warrants that the Newly Created Intellectual Property shall not infringe or induce the infringement of any Third-Party's Intellectual Property rights.

A29.4 Further Assurances Regarding Copyright

At the request of the Province, at any time or from time to time, the Recipient shall execute and agrees to cause the Recipient's Personnel to execute a written licence referred to in section A29.2 to the Province in a form acceptable to the Province. The Recipient shall deliver such written licences(s) to the Province within ten (10) Business Days of the receipt of the request from the Province. The Recipient will obtain or execute any other document reasonably required by the Province to protect the Intellectual Property of the Province.

A29.5 Ministry May Prescribe Further Compliance

The Province reserves the right to prescribe the specific manner in which the Recipient shall perform its obligations relating to this Article.

A29.6 Survival

The obligations contained in this Article shall survive the termination or expiry of the Agreement.

SCHEDULE "C"
PROJECT

Project Title: Town of Essex: Southwest Area Storm Sewer Improvements

Objectives
This project will improve the storm sewer infrastructure transmission and capacity in one of the most densely affected areas within the Town of Essex.
Description
Essex experienced record breaking rainfalls in recent years; 73.6 mm of rainfall on August 11, 2014, all in the span of approx. 6 hours, 95.25 mm on May 30, 2015, and 85.75 mm on September 2015. Hundreds of basements were flooded during these storm events. The extreme rainfalls caused flooding and gave rise to well over \$10M in insured and non-insurable losses. Flood damage is caused by unusual surface water runoffs. Local drainage systems and storm sewers, which are designed for less extreme rainfall events, have been overwhelmed by extreme rainfall events. Following investigation, public input, flow monitoring, infrastructure observation, camera work, detailed modelling, and engineering analysis, it is proposed to improve the storm sewer infrastructure transmission and capacity in one of the most densely affected areas within the Town of Essex. This project will significantly reduce risk of flooding and storm sewer surcharging occurrences within the populated section of Town for these severe weather events.
Expected Outcomes
<ol style="list-style-type: none">1. The recommended improvements will minimize and significantly reduce flooding risk and surcharging occurrences in the subject area.2. Reduced flooding will reduce insurance claims and reduce the potential for additional requests for disaster relief funding in this area.3. By improving and enhancing the storm sewer infrastructure in the subject area, the capacity and transmission of storm sewer will be greatly increased. Currently any storm events with higher intensities can surcharge the system and cause potentially flooding.4. Re-instill confidence in Town real instate and development, both existing and future growth.
Official Languages
<ol style="list-style-type: none">1. The Recipient will follow the language legislation and/or policies of its own jurisdiction.2. The Recipient will consider the needs of official language minority communities in relation to any stakeholder engagement activity.3. In carrying out the projects, the Recipient agrees to take into consideration the needs of official language minority communities in Ontario.

2) Work Plan Template					Add Row	Remove Row
Activities ?	Tasks ?	Deliverable(s)/ Product(s) ?	Resources ?	Timelines (Start and End Dates) (yyyy/mm/dd) ?	Considerations/ Comments ?	
Complete EA: Southwest Area Storm Sewer Improvements	It is proposed to follow the Municipal Class Environmental Assessment (Class EA) Guidelines developed by the Municipal Engineers Association to satisfy the requirements of the Environmental Assessment Act (EAA). The work plan is to include both Phases 1 and 2 for Schedule B projects as outlined in Class EA documents.	Update Draft Phase 1 & 2 Report with results of the Open House and comments received from Review Agencies; confirm the preferred alternative solution and Class EA Schedule; prepare the Draft Notice of Completion and submit to Town Administration.	Town staff, EA Engineering consultant team.	Start Date: 2018/04/01 End Date: 2018/05/31	This process has begun in 2017. We would look to complete this process under this grant.	
Design/Tender of Recommended Storm Sewer Improvements	Design and Tender of the preferred solution. Preparation of engineering stamped drawings, specifications and tender ad.	Engineering drawings and specifications of preferred solution.	Town staff, Engineering consultant.	Start Date: 2018/06/01 End Date: 2018/07/31	Although accelerated, the EA process naturally has some preliminary design initiated.	
Construction of recommended works (Phase 1 - Storm sewer and Pumping station)	Construction of Phase 1 of the preferred solution which is anticipated to be a pumping station and storm sewer as detailed in the application.	The EA process will ultimately determine the solution, however, it is proposed the works will include the installation of 1200m of 1800mm storm sewer including a high capacity pump station with duty and stand-by storm water pumps.	Town staff, Engineering Consultant/Project Administrator, Qualified Contractor	Start Date: 2018/08/01 End Date: 2019/12/31		

**SCHEDULE “D”
BUDGET**

**Revenues for Fiscal Year
2018-19**

Project Title: Southwest Area Storm Sewer Improvements

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$50,000.00
Town of Essex	\$50,000.00
Subtotal – Cash	\$100,000.00
Subtotal – In-kind <i>(The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)</i>	\$0.00
Total Government Funding <i>Government assistance 100.0% (municipal, provincial, territorial and federal) in this fiscal year of the project. (Federal Government assistance cannot exceed a total of 50% of eligible costs for the total project, covering all fiscal years)</i>	\$100,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$100,000.00

- 1. Cash: actual dollar value or revenues/funding received
- 2. In-Kind: non-cash input which is given a cash value

**Eligible Expenses for Fiscal Year
2018-19**

Project Title: Southwest Area Storm Sewer Improvements

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Consultant fees	\$50,000.00	\$50,000.00		\$100,000.00
Subtotal – Cash	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditures:	\$50,000.00	\$50,000.00	\$0.00	\$100,000.00

- 1. Cash: actual dollar value or revenues/funding received
- 2. In-Kind: non-cash input which is given a cash value

**Revenues for Fiscal Year
2019-20**

Project Title: Southwest Area Storm Sewer Improvements

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$1,450,000.00
Town of Essex	\$3,500,000.00
Subtotal – Cash	\$4,950,000.00
Subtotal – In-kind <i>(The maximum amount of in-kind contribution may not exceed 15% of the partner contribution)</i>	\$0.00
Total Government Funding <i>Government assistance 100% (municipal, provincial, territorial and federal) in this fiscal year of the project.</i> <i>(Federal Government assistance cannot exceed a total of 50% of eligible costs for the total project, covering all fiscal years)</i>	\$4,950,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$4,950,000.00

- 1. Cash: actual dollar value or revenues/funding received
- 2. In-Kind: non-cash input which is given a cash value

**Eligible Expenses for Fiscal Year
2019-20**

Project Title: Southwest Area Storm Sewer Improvements

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Construction of new permanent structural measures designated to mitigate the impacts of flooding	\$1,150,000.00	\$3,200,000.00		\$4,350,000.00
Consultant fees	\$300,000.00	\$300,000.00		\$600,000.00
Subtotal – Cash	\$1,450,000.00	\$3,500,000.00	\$0.00	\$4,950,000.00
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditures:	\$1,450,000.00	\$3,500,000.00	\$0.00	\$4,950,000.00

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

SCHEDULE "E"
PAYMENT PLAN

Progress Payments (as applicable)

May 1, 2018 to March 31, 2019	
Reporting Due Dates	Scheduled Payment Date
October 12, 2018	December 12, 2018
April 10, 2019	June 13, 2019
April 1, 2019 to March 31, 2020	
Reporting Due Dates	Scheduled Payment Date
October 11, 2019	December 12, 2019
April 10, 2020	June 12, 2020
Final Payment (Holdback) at the end of the agreement	
Reporting Due Dates	Scheduled Payment Date
No more than forty-five (45) days after the project's stated end date	No more than sixty (60) days after the Province's approval of the final financial statement and final project report

Final Payment (Holdback) at the end of the Agreement
<ul style="list-style-type: none">• Final Payment (holdback) = 3% of the Province's contribution amount.• Final payment (holdback) from the Province is released upon receipt and approval of the Final Project Report and the final financial statement• The final financial statement (with actuals from all fiscal years) and the final Project report for the Project must be submitted by the Recipient to the Province no more than forty-five (45) days after the Project's stated end date.

SCHEDULE "F" REPORTS

May 1, 2018 to March 31, 2019		
Reporting Due Dates	Period Covered for payments	Required documents
October 12, 2018	May 1, 2018 to September 30, 2018 (Q1 and Q2)	<ul style="list-style-type: none"> Initial financial statement with actuals for Q1 and Q2 Supporting documentation, such as invoices or receipts Interim Project report
April 10, 2019	October 1, 2018 to March 31, 2019 (Q3 and Q4)	<ul style="list-style-type: none"> Updated financial statement with actuals for Q3 and Q4 Supporting documentation, such as invoices or receipts Interim Project report
April 1, 2019 to March 31, 2020		
Reporting Due Dates	Period Covered for payments	Required documents
October 11, 2019	April 1, 2019 to September 30, 2019 (Q1 and Q2)	<ul style="list-style-type: none"> Initial financial statement with actuals for Q1 and Q2 Supporting documentation, such as invoices or receipts Interim Project report
April 10, 2020	October 1, 2019 to March 31, 2020 (Q3 and Q4)	<ul style="list-style-type: none"> Updated financial statement with actuals for Q3 and Q4 Supporting documentation, such as invoices or receipts Interim Project report

The Recipient will use a financial statement template provided by the Province in order to submit the financial statements to the Province prior to the reporting deadline.

Upon completion of the Project or upon the termination of the Agreement, the Recipient will include in the Final Project report a statement indicating the number of people protected by flood control infrastructure improvements of the Project, which will be the performance measure for the Project.

Non-Financial Project Report

Reporting Requirements:

The Recipient must submit a Project report that will indicate the Project implementation status, results achieved in accordance with its own performance management framework, project risk information update, and the financial expenditure requirements against the intended use and in accordance with eligible expenses.

The frequency of the reporting is specified in this Schedule.

The Non-Financial Project Report captures the Recipient's progress with respect to an approved National Disaster Mitigation Program (NDMP) project. Instructions for submitting a Non-Financial Project Report are as follows:

A) General Information:

1. Enter the name of your Province / Territory.
2. Enter the Project Title of the project for which you are providing a report.
3. Identify if this Non-Financial Project Report is an **Interim** or a **Final** report.
4. Enter the Reporting Period of this Non-Financial Project Report by entering the start date and the end date of the reporting period.

B) The Project Report Tables:

The Project Report contains two tables: the "Completed Project Activities" table and the "Incomplete Project Activities" table.

1. For the "Completed Project Activities" table, include the following information for each of the following columns:

- **"Activity"**: Enter a key activity that is related to your project
- **"Related Tasks (i.e. sub-activities)"**: Enter the tasks that are required to complete the activity, including the activities noted in 14.1 h) and i).
- **"Deliverables/Products"**: Enter the outputs and/or products that will be produced as a result of the activity being completed
- **"Resources"**: Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
- **"Timelines (Start and End Dates)"**: Enter the start and end dates for completing the activity.
- **"Considerations/Comments"**: Enter any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

2. For the "Incomplete Project Activities" table, include the following information for each of the following columns:

- **"Activity"**: Enter a key activity that is related to your project
- **"Status of Related Tasks (i.e. "sub-activities")"**: Enter the tasks that are required to complete the activity, including the activities noted in 14.1 h) and i), and their current status (i.e. "on track", "delayed", "done", etc.)
- **"Status of Deliverables (i.e. progress update)"**: Enter the outputs and/or products that will be produced as a result of the activity being completed and their current status (i.e. "on track", "delayed", "done", etc.)
- **"Resources"**: Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
- **"Timelines (Start and End Dates)"**: Enter the planned start and end dates for completing the activity.

- **“Considerations/Comments”:** Enter the justification(s) for not completing the activity, provide any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

Non-Financial Project Report Template

Province / Territory: _____

Project Title: _____

Project Report Type: _____ (“Interim” or “Final”)

Reporting period: _____ – _____
(enter start date) (enter end date)

1. Completed Project Activities

Activity	Related Tasks (i.e. “sub-activities”)	Deliverable(s) / Product(s)	Resources	Timelines (Start and End Dates)	Considerations/ Comments
1.					
2.					

[illegible]

2. Incomplete Project Activities (i.e. not started or not completed)

Activity	Status of Related Tasks (i.e. "sub-activities")	Status of Deliverables (i.e. progress update)	Resources	Timelines (Planned Start and End Dates)	Considerations/ Comments
1.					
2.					
3.					
4.					
5.					

The Recipient will perform the following activities in relation to contacting any Aboriginal Group including any First Nation Band Council potentially affected by the Project:

1. Contact (by phone, email, mail, fax, etc.) any Aboriginal Group, including any First Nation Band Council, that the Recipient believes might be affected by the Project and any Aboriginal Group including any First Nation Band Council, the Province has directed the Recipient to contact.
2. Inform those Aboriginal Groups including any First Nations' Band Council of the Project that might affect their community, including:
 - Project details;
 - Canada's role in the project (i.e. Canada administers the National Disaster Mitigation Program (NDMP) and provides NDMP funding);
 - The Province's role in the Project (providing partial funding to the Recipient)
 - The Recipient's role in the project
 - Project lead and other key contacts;
 - Project timelines;
 - Project risks;
 - monitoring and performance management measures; and
 - additional relevant Project information (if any)
- 3 If an Aboriginal Group, including a First Nation Band Council, requests a meeting with the Recipient to discuss the Project, the Recipient will:
 - Arrange and attend the meeting;
 - Provide relevant information on the Project to the Aboriginal Group, including First Nation Band Council; and
 - Immediately advise the Province of the nature of any objections to the Project or accommodation requests expressed by the Aboriginal Group including a First Nation Band Council during the meeting.
- 4 Obtain the following information from every Aboriginal Group including any First Nation Band Council that was contacted and submit this information to the Province:
 - A confirmation that it has been made aware of the Project that might affect it;
 - A statement from the Aboriginal Group, including a First Nation Band Council, that indicates its support for the Project that might affect it, and if this position is final, preliminary or conditional in nature; and

- Any issues or concerns that the Aboriginal Group or First Nation Band Council raised in relation to the Project that might affect it.

5. Indicate to the Province what steps the Recipient has taken to address any issues raised in the engagement or consultation by an Aboriginal Group, including a First Nation Band Council.

The Corporation of the Town of Essex

By-Law Number 1783

**Being a by-law to authorize the execution of
an Agreement for an Integrity
Commissioner between The Corporation of
the Town of Essex and Robert J. Swayze,
Barrister & Solicitor**

Whereas Section 223 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, authorizes a Municipality to appoint an Integrity Commissioner who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to the application of the code of conduct for members of Council, and the application of any procedures, rules and policies of the municipality governing the ethical behaviour of members of council and of local boards or of either of them;

And Whereas pursuant to By-law 1468 the Corporation of the Town of Essex did enter into an Agreement with Robert J. Swayze, Barrister & Solicitor for the provision of Integrity Commissioner services for a term expiring on November 3, 2017 but as extended by Agreement(s) to January 31, 2019.

And Whereas the Town is desirable of engaging the services of Robert J. Swayze, Barrister & Solicitor to continue to act as the Town's Integrity Commissioner for a further two-year period commencing February 1, 2019;

And Whereas the Corporation of the Town of Essex desires to enter into the Agreement attached as Schedule "A" with Robert J. Swayze, Barrister & Solicitor to perform the duties of Integrity Commissioner for the municipality as assigned in the Agreement;

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

- 1. That the Mayor and Clerk be authorized to sign the Agreement attached as Schedule "A" to this By-Law Number 1783 between The Corporation of the Town of Essex and Robert J. Swayze, Barrister & Solicitor with the effective date of the Agreement being February 1, 2019.
- 2. That By-Law 1468 is hereby repealed; and
- 3. That this By-Law shall come into full force upon the final passing thereof.

Read a first, a second and a third time and finally passed on February 4, 2019

Mayor

Clerk

Agreement re: Integrity Commissioner

Dated: February 14, 2019

Between:

The Corporation of the Town of Essex

(hereinafter referred to as the "Municipality")

-and-

Robert J. Swayze, Barrister & Solicitor

(hereinafter referred to as the "Independent Contractor")

Whereas:

1. Section 223 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), authorizes a Municipality to appoint an Integrity Commissioner, hereinafter referred to as Integrity Commissioner, who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to
 - a. the application of the code of conduct for members of Council; and
 - b. the application of any procedures, rules and policies of the municipality governing the ethical behaviour of members of council and of local boards or of either of them;
2. in appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality has had regard to, among other things:
 - a. the investigators independence and impartiality;
 - b. confidentiality with respect to the investigator's activities;
 - c. the creditability of the investigator's investigative process;

3. the Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

Now therefore the parties covenant and agree as follows:

1. Services - The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner pursuant to Section 223 of the *Act* and the Integrity Commissioner agrees to provide such services in accordance with the *Act*, for and at the request of the Municipality and accepts such appointment.
2. Duties - The duties of the Integrity Commissioner shall include the following:
 - i. To provide written and oral advice to individual members of Council about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behaviour of members, which advice shall be binding on the Independent Contractor.
 - ii. To provide Council with specific and general opinions and advice on the Town's procedures, rules and policies regulating the conduct of members and issues of compliance with such regulations.
 - iii. To conduct inquiries within the discretion of the Independent Contractor, into a request made by Town Council, a member of Council, a local board, a member of a local board or a member of the public into whether a member of Council or a member of a local board has contravened any applicable code of conduct, procedures, rules and policies governing the ethical behaviour of members.
 - iv. To determine whether a member of Council has violated any Town procedures, rules and policies governing ethical behaviour and report any violation with any recommendation for sanction to Council.
 - v. To provide an annual report to Council on issues addressed, if any, including examples in general terms of advice rendered and complaints received and disposed of, by April 30 of each year during the term of this Agreement.

- vi. To provide, as requested, outreach programs to Council and local boards on issues of ethics and integrity.
- vii. To provide, as required, recommended policies and procedures to govern the ethical behaviour of Members of Council.

In performing such duties, the Integrity Commissioner shall have the powers set out in Subsection 223.4 of the Act. The terms and conditions of *Town of Essex Request for Proposal - RFP-18-001 Integrity Commissioner Services*, as issued September 25, 2018 are incorporated by reference hereto and shall apply notwithstanding anything to the contrary.

3. Fees

- i. Hourly Rate - In any month, the Independent Contractor shall be paid a fee at the rate of \$235.00 per hour for his time spent. The Independent Contractor agrees that such fee shall be charged only for such time that the Independent Contractor is actively investigating an inquiry, preparing and presenting his/her report with respect thereto or addressing a request for advice or information from the municipality. It is understood that trips to Essex will be minimized, but in such event, time spent:
 - will include travel time at \$100 per hour and mileage at \$.52 per Km., if by car and if by air, travel time at \$100 per hour and all travel expenses.
 - If the trip is overnight, docketed time spent in Essex will stop at 4:30 pm and re-commence at 8:30 am, unless meetings attended are held in the evening. The Independent Contractor is entitled to be reimbursed other reasonable receipted expenses related to his duties.
4. Detailed Invoices - The Independent Contractor further covenants and agrees to provide detailed confidential dockets of his time spent and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the CAO.
5. The term of this Agreement (the "Term") is for two (2) years commencing on February 1, 2019 and ending on January 31, 2021. The parties agree that the prior extended services agreement between them shall terminate on such date. The Municipality

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shall have the right to extend the Term for one further term of two (2) years on the same terms and conditions by giving the Independent Contractor at least 30 day's notice in writing before the end of the Term.

6. This agreement may be terminated by either party on thirty (30) days' notice to the other provided that if the Independent Contractor has commenced an investigation he will be allowed to complete such investigation and report to Council if required. Any such termination by the Municipality shall be accomplished by resolution of Council.
7. Taxes – All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
8. Independent Contractor – The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
9. Delegation – In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, or in the event the CAO of the Municipality has requested the same, then he may or shall (as the case may be), do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any delegates.
10. Binding - This Agreement shall enure to the benefit of and bind the parties and

their respective heirs, successors and permitted assigns.

11. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
12. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matter referred to in this agreement.

In witness hereof each of the parties hereto have set its hand and seal as of this ____ day of February, 2019.

Signed, Sealed & Delivered

The Corporation of the Town of Essex

Mayor

Clerk

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

Date

Witness

Robert J. Swayze, Barrister & Solicitor

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The Corporation of the Town of Essex

By-Law Number 1785

Being a by-law to confirm the proceedings of the February 4, 2019, Regular Meeting of Council of The Corporation of the Town of Essex

Whereas pursuant to Section 5(1) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council;

And whereas pursuant to Section 5(3) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is deemed expedient that a by-law be passed to authorize the execution of Agreements and other documents and that the proceedings of the Council of The Corporation of the Town of Essex at its meetings be confirmed and adopted by by-law.

Now therefore be it resolved that the Council of The Corporation of the Town of Essex enacts as follows:

1. That the actions of the Council of The Corporation of the Town of Essex in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of The Corporation of the Town of Essex, documents and transactions entered into during the February 4, 2019 meeting of Council, are hereby adopted and confirmed as if the same were expressly contained in this by-law.
2. That the Mayor and proper officials of The Corporation of the Town of Essex are hereby authorized and directed to do all the things necessary to give effect to the actions of the Council of The Corporation of the Town of Essex during the said February 4, 2019 meeting referred to in paragraph 1 of this by-law.
3. That the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the actions taken by this Council as described in Section 1 of this by-law and to affix the Corporate Seal of The Corporation of the Town of Essex to all documents referred to in said paragraph 1.

Read a first and a second time and provisionally adopted on February 4, 2019.

Mayor

Clerk

Read a third time and finally adopted on February 19, 2019.

Mayor

Clerk